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*Attorneys for plaintiff Alfred H. Siegel, solely
 in his capacity as Trustee of the Circuit City
 Stores, Inc. Liquidating Trust*

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

**In re: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION**

Master File No. 3:07-CV-5944-SC

MDL No. 1917

This Document Relates to:

*Best Buy Co., Inc., et al. v. Technicolor SA, et al.,
 No. 13-cv-05264;*

*Costco Wholesale Corporation v. Technicolor SA,
 et al., No. 13-cv-005723;*

*Crago, d/b/a Dash Computers, Inc. Et al., v.
 Mitsubishi Electric Corporation, et al., No. 14-cv-
 02058;*

*Electrograph Systems, Inc., et. Al. v. Technicolor
 SA, et al., No. 13-cv-05724;*

*Interbond Coporation of America v. Technicolor
 SA, et al., No. 13-cv-05727;*

*Office Depot, Inc. v. Technicolor SA, et al., No. 13-
 cv-05726;*

*P.C. Richard & Son Long Island Corporation, et
 al. v. Technicolor SA, et al., No. 13-cv-05725;*

*Schultze Agency Services, LLC v. Technicolor SA,
 et al., No. 13-cv-05668;*

*Sears, Roebuck and Co., et al. v. Technicolor SA, et
 al., No. 13-cv-05262;*

Sharp Elecs. Corp. v. Hitachi, Ltd., No. 13-cv-

**DECLARATION OF ROBERT S.
 SAFI IN SUPPORT OF
 PLAINTIFFS' OPPOSITION TO
 TECHNOLOGIES DISPLAYS
 AMERICAS LLC'S MOTION FOR
 PARTIAL SUMMARY
 JUDGMENT**

Date: February 6, 2015

Time: 10:00 a.m.

Place: Courtroom 1, 17th Floor

Judge: Hon. Samuel Conti

01173;

Siegel v. Technicolor SA, et al., No. 13-cv-05261;

Target Corp., v. Technicolor SA, et al., No. 13-cv-05686.

I, Robert S. Safi, hereby declare as follows:

1. I am a partner with the law firm of Susman Godfrey L.L.P., counsel for Plaintiff Alfred H. Siegel, as Trustee of the Circuit City Stores, Inc. Liquidating Trust. I am an active member in good standing of the bar of the State of Texas. I have personal knowledge of the facts stated herein, except as to those matters based on information and belief, and believe them to be true. I could and would competently testify to the matters stated herein if called upon to do so.

2. This declaration serves two purposes. First, I submit this declaration pursuant to F.R.Civ.P. 56(d), which provides: “If a nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the court may: (1) defer considering the motion or deny it; (2) allow time to obtain affidavits or declarations or to take discovery; or (3) issue any other appropriate order.” Second, this declaration describes certain exhibits that Plaintiffs have submitted in opposition the motion for summary judgment filed by Technologies Displays Americas LLC (“TDA”).

Declaration Under F.R.Civ.P. 56(d)

3. TDA admits that it was “formed by one or more entities in the Thomson group of Companies” and “was originally owned by Thomson.” Doc. 2984 at 5.

4. Defendants Thomson SA and Thomson Consumer Electronics, Inc. (“Thomson Consumer,” and together with Thomson SA, “Thomson”) opted not to participate in discovery in this action until after they each lost motions to dismiss. Discovery against these defendants began in March 2014.

5. The Direct Action Plaintiffs (“DAPs”) propounded requests for production and interrogatories on Thomson Consumer and Thomson SA in April 2014. A true and correct copy of those requests for production and interrogatories are attached as **Exhibits A–D**.

1 6. Numerous DAPs' interrogatories and requests for production pertain directly to
2 Thomson Consumer and Thomson SA's role in the global CRT conspiracy.

3 7. Thomson Consumer agreed to produce documents and substantive interrogatory
4 answers in response to DAPs' document requests. Thomson SA, however, took the position that
5 it could not produce documents or provide substantive answers because of a so-called French
6 Blocking Statute. The DAPs sought to litigate the issue, filing a motion before the Special
7 Master on July 28, 2014 to compel production of documents located in France responsive to
8 certain requests for production and a 30(b)(6) witness that would testify fully on certain noticed
9 topics without limiting her testimony due to the French Blocking Statute. DAPs simultaneously
10 filed a motion before Judge Conti to issue letters rogatory to acquire similar documents and
11 information from Thomson SA.

12 8. On August 28, 2014, DAPs filed a motion before Judge Conti to issue letters
13 rogatory to obtain depositions of four current and former Thomson SA employees located in
14 Europe: Agnes Martin, Emeric Charamel, Didier Trutt, and Christian Lissorgues.

15 9. Counsel for the DAPs also issued notices for deposition pursuant to Rule 30(b)(6)
16 to Thomson Consumer and Thomson SA on April 15, 2014. Those notices contained numerous
17 topics that relate directly to Thomson Consumer's and Thomson SA's participation in the CRT
18 conspiracy. These include, for example: (1) identification of companies and individuals that
19 participated in or with Thomson SA in a conspiracy relating to the production, pricing, sale,
20 marketing, or distribution of CRTs; (2) communications with other defendants regarding
21 production, pricing, sale, marketing, or distribution of CRTs; and (3) efforts taken to conceal the
22 existence of any conspiracy relating to CRTs.

23 10. Counsel for the DAPs also noticed the depositions of four fact witnesses from
24 Thomson Consumer. At the request of Thomson Consumer's counsel, counsel for the DAPs
25 agreed to postpone the deposition of Thomson's 30(b)(6) witness until after the depositions of
26 these fact witnesses were completed. DAPs and Thomson entered into a stipulation to extend the
27
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1 discovery deadline for purposes of a 30(b)(6) deposition, which the Court granted on August 25,
2 2014. Doc. 2761.

3 11. Meanwhile, on September 4, 2014, the Direct Purchaser Plaintiffs (“DPPs”)
4 propounded their First Set of Interrogatories on Thomson Consumer and Thomson SA. A true
5 and correct copy of those Interrogatories is attached as **Exhibit E**.

6 12. Several of the DPPs’ interrogatories pertain directly to Thomson entities that
7 owned, controlled, or otherwise were affiliated with TDA, Thomson Consumer and Thomson
8 SA. These interrogatories seek information as to Thomson Consumer and Thomson SA’s role in
9 the global CRT conspiracy and relationship to each other.

10 13. On September 2, 2014, Special Master Walker granted DAPs’ motion to compel
11 the production of responsive documents and an informed 30(b)(6) witness prepared to testify
12 about Thomson SA. On September 12, 2014 Thomson filed objections to the Special Master’s
13 Recommended Order. On October 23, 2014, the Court overruled Thomson SA’s objections and
14 affirmed the Special Master’s ruling that Thomson SA must produce its responsive documents
15 pursuant to the Federal Rules of Civil Procedure. The Court also issued letters rogatory for the
16 production of the four French witnesses, and extended discovery as to Thomson SA by 60 days
17 from the date of the order. Doc. 2945.

18 14. Thomson SA produced 4,015 documents on December 5, 9,654 documents on
19 December 12, 14,203 documents on December 17, and 11,181 documents on December 18, five
20 days before the filing deadline for oppositions to motions for summary judgment. Thomson SA
21 has not completed its production of responsive documents.

22 15. Thomson SA has also not supplemented its responses to either the DAP or DPP
23 interrogatories to reflect information from materials in France, pursuant to the Court’s October
24 23 Order. Finally, the 30(b)(6) deposition of Thomson, which had been noticed for December 18
25 and 19, was postponed until January 8 and 9 because Thomson did not complete its document
26 production in sufficient advance of the noticed dates.

1 16. On December 18, Thomson filed a motion seeking specifically to avoid
2 production of documents related to communications and relationships between Thomson SA and
3 Thomson Consumer.

4 17. In its motion for summary judgment, TDA asserts that several facts related to
5 TDA's participation in the CRT conspiracy are undisputed, including:

6 a. "TDA has no records or documents showing any awareness by TDA of a CRT
7 price-fixing arrangement among CRT suppliers, indicating any agreement by
8 TDA to participate in any such agreement, arrangement, or conspiracy, or
9 showing any meeting or other communication between any TDA employee and
10 any competitor with regard to fixing or establishing prices, limiting production, or
11 any other activity asserted by Plaintiffs as a basis for their claims in the CRT
12 litigation." Doc. 2984 at 7.

13 b. "Plaintiffs have thus produced no evidence of any participation by TDA, through
14 any TDA employee or otherwise, in any contract, combination or conspiracy in
15 violation of the antitrust laws." *Id.* at 8.

16 c. "To the best of TDA's knowledge, TDA did not participate in any such
17 agreement, arrangement, conspiracy, or communications." *Id.*

18 18. Plaintiffs believe that materials responsive to outstanding requests that have yet to
19 be produced by Thomson SA, the 30(b)(6) deposition of Thomson, and the depositions of former
20 Thomson SA employees that will be taken pursuant to the Hague Convention will bear directly
21 on these undisputed facts.

22 19. Specifically, as to TDA's assertion that "TDA has no records or documents
23 showing any awareness by TDA of a CRT price-fixing arrangement among CRT suppliers,
24 indicating any agreement by TDA to participate in any such agreement, arrangement, or
25 conspiracy, or showing any meeting or other communication between any TDA employee and
26 any competitor with regard to fixing or establishing prices, limiting production, or any other
27 activity asserted by Plaintiffs as a basis for their claims in the CRT litigation," Doc. 2984 at 7,
28

1 Plaintiffs believe that the following outstanding discovery from Thomson is likely to produce
2 materials and information relevant to this fact:

- 3 a. "All Documents relating to Communications regarding CRTs between or
4 among manufacturers of CRTs, including Defendants." (Exs. B & C,
5 DAPs' First Set of Requests for Production of Documents, No. 3.)
- 6 b. "All Documents relating to any Communication between You (or any
7 other Defendant or Co-conspirator) and any other manufacturer of CRTs
8 concerning, relating to, and/or mentioning the production, marketing,
9 pricing, distribution, inventory levels or sale of CRTs." (Exs. B & C,
10 DAPs' First Set of Requests for Production of Documents, No. 4.)
- 11 c. "All Documents relating to any Meeting attended by You or any other
12 Defendant or any manufacturer of CRTs during which there was any
13 Communication concerning the production, marketing, pricing,
14 distribution, inventory levels or sale of CRTs, including, but not limited to
15 the notes of any such Meetings." (Exs. B & C, DAPs' First Set of
16 Requests for Production of Documents, No. 5.)
- 17 d. "Identify each actual or proposed agreement, including a draft agreement,
18 between You and any producer of CRTs and/or CRT Products, including
19 Defendants or Co-conspirators, relating to prices, pricing, production or
20 inventory levels of CRTs and/or CRT Products during the Relevant
21 Period. For every such actual or proposed agreement, State: (a) the
22 identity of the participants and all persons with knowledge thereof; (b)
23 when such agreement was entered into; (c) where such agreement was
24 entered into; (d) the terms of such agreement; and (e) when, how, and
25 which of Your officers, directors or Employees discovered the existence
26 of such agreement." (Exs. A & D, DAPs' First Set of Interrogatories, No.
27 7.)
28

- 1 e. “Identify all Communications and/or Meetings between You and any other
2 producer or producers of CRTs and/or CRT Products during the Relevant
3 Period (including but not limited to the named Defendants or Co-
4 conspirators in this coordinated proceeding), regarding, discussing,
5 mentioning or relating to the sales, production, and/or prices of CRTs in
6 and/or for the United States, Mexico, and/or Brazil during the Relevant
7 Period, specifically identifying any Communications and/or Meetings
8 occurring solely in the context of a Customer-supplier relationship
9 between You and a Customer. For all Communications and/or Meetings:
10 (a) State the date and location of the Meeting and/or Communication; (b)
11 Identify the Person(s) who initiated, called, organized, attended, or
12 participated in the Meeting and/or Communication; (c) Describe the
13 subject matter(s) of the Meeting and/or Communication, including details
14 of any information provided, received, or exchanged; (d) Identify all
15 Persons with knowledge relating to the Meeting and/or Communication;
16 (e) Describe the type and dimensions of the CRTs discussed; (f) Identify
17 whether the attendees at the Meeting and/or persons involved in the
18 Communication reached any agreement concerning CRT sales,
19 production, and/or prices.” (Exs. A & D, DAPs’ First Set of
20 Interrogatories, No. 8.)
- 21 f. “Identify each actual or proposed agreement between You and any
22 producer of CRT and/or CRT Products, including the named Defendants
23 and Co-Conspirators in this coordinated proceeding, relating to prices,
24 pricing, production or inventory levels of CRT and/or CRT Products
25 during the Relevant Time Period. Agreements shall include drafts. For
26 every such actual or proposed agreement state: (a) the identity of the
27 participants and all persons with knowledge thereof; (b) when such
28

1 agreement was entered into; (c) where such agreement was entered into;
2 (d) the terms of such agreement; and (e) when, how and which of your
3 officers, directors or employees discovered the existence of such
4 agreement.” (Ex. E, DPPs’ First Set of Interrogatories, No. 4.)

5 g. “Identify any meeting or communication between You and other
6 producers of CRT and/or CRT Products during the Relevant Time Period,
7 including the named Defendants and Co-Conspirators in this coordinated
8 proceeding, regarding CRT and/or CRT Product pricing, price increase
9 announcements, terms or conditions of sales, profit margins or market
10 share, production levels, inventory, customers, auctions, reverse auctions,
11 dynamic bidding events, or sales, and for each such meeting or
12 communication: (a) provide the date and location of the meeting or
13 communication; (b) identify the person(s) who initiated, called, organized,
14 attended or participated in the meeting or communication; (c) describe the
15 subject matter discussed and any information you provided or received;
16 (d) describe every action taken by you as a result of the meeting or
17 communication; and (e) identify all persons with knowledge relating to the
18 meeting or communication.” (Ex. E, DPPs’ First Set of Interrogatories,
19 No. 5.)

20 h. The 30(b)(6) deposition of Thomson, scheduled for January 8–9.

21 i. The deposition of Emeric Charamel, to be taken through the Hague
22 Convention procedures.

23 j. The deposition of Agnes Martin, to be taken through the Hague
24 Convention procedures.

25 k. The deposition of Christian Lissorgues, to be taken through the Hague
26 Convention procedures.

1 when such agreement was entered into; (c) where such agreement was
2 entered into; (d) the terms of such agreement; and (e) when, how, and
3 which of Your officers, directors or Employees discovered the existence
4 of such agreement.” (Exs. A & D, DAPs’ First Set of Interrogatories, No.
5 7.)

6 e. “Identify all Communications and/or Meetings between You and any other
7 producer or producers of CRTs and/or CRT Products during the Relevant
8 Period (including but not limited to the named Defendants or Co-
9 conspirators in this coordinated proceeding), regarding, discussing,
10 mentioning or relating to the sales, production, and/or prices of CRTs in
11 and/or for the United States, Mexico, and/or Brazil during the Relevant
12 Period, specifically identifying any Communications and/or Meetings
13 occurring solely in the context of a Customer-supplier relationship
14 between You and a Customer. For all Communications and/or Meetings:
15 (a) State the date and location of the Meeting and/or Communication; (b)
16 Identify the Person(s) who initiated, called, organized, attended, or
17 participated in the Meeting and/or Communication; (c) Describe the
18 subject matter(s) of the Meeting and/or Communication, including details
19 of any information provided, received, or exchanged; (d) Identify all
20 Persons with knowledge relating to the Meeting and/or Communication;
21 (e) Describe the type and dimensions of the CRTs discussed; (f) Identify
22 whether the attendees at the Meeting and/or persons involved in the
23 Communication reached any agreement concerning CRT sales,
24 production, and/or prices.” (Exs. A & D, DAPs’ First Set of
25 Interrogatories, No. 8.)

26 f. “Identify each actual or proposed agreement between You and any
27 producer of CRT and/or CRT Products, including the named Defendants
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1 and Co-Conspirators in this coordinated proceeding, relating to prices,
2 pricing, production or inventory levels of CRT and/or CRT Products
3 during the Relevant Time Period. Agreements shall include drafts. For
4 every such actual or proposed agreement state: (a) the identity of the
5 participants and all persons with knowledge thereof; (b) when such
6 agreement was entered into; (c) where such agreement was entered into;
7 (d) the terms of such agreement; and (e) when, how and which of your
8 officers, directors or employees discovered the existence of such
9 agreement.” (Ex. E, DPPs’ First Set of Interrogatories, No. 4.)

10 g. “Identify any meeting or communication between You and other
11 producers of CRT and/or CRT Products during the Relevant Time Period,
12 including the named Defendants and Co-Conspirators in this coordinated
13 proceeding, regarding CRT and/or CRT Product pricing, price increase
14 announcements, terms or conditions of sales, profit margins or market
15 share, production levels, inventory, customers, auctions, reverse auctions,
16 dynamic bidding events, or sales, and for each such meeting or
17 communication: (a) provide the date and location of the meeting or
18 communication; (b) identify the person(s) who initiated, called, organized,
19 attended or participated in the meeting or communication; (c) describe the
20 subject matter discussed and any information you provided or received;
21 (d) describe every action taken by you as a result of the meeting or
22 communication; and (e) identify all persons with knowledge relating to the
23 meeting or communication.” (Ex. E, DPPs’ First Set of Interrogatories,
24 No. 5.)

25 h. The 30(b)(6) deposition of Thomson, scheduled for January 8–9.

26 i. The deposition of Emeric Charamel, to be taken through the Hague
27 Convention procedures.
28

- 1 j. The deposition of Agnes Martin, to be taken through the Hague
- 2 Convention procedures.
- 3 k. The deposition of Christian Lissorgues, to be taken through the Hague
- 4 Convention procedures.
- 5 l. The deposition of Didier Trutt, to be taken through the Hague Convention
- 6 procedures.

7 21. Specifically, as to TDA's assertion that "To the best of TDA's knowledge, TDA
8 did not participate in any such agreement, arrangement, conspiracy, or communications,"
9 (Mot. 8), Plaintiffs believe that the following outstanding discovery from Thomson is likely to
10 produce materials and information relevant to this fact:

- 11 a. "All Documents relating to Communications regarding CRTs between or
- 12 among manufacturers of CRTs, including Defendants." (Exs. B & C,
- 13 DAPs' First Set of Requests for Production of Documents, No. 3.)
- 14 b. "All Documents relating to any Communication between You (or any
- 15 other Defendant or Co-conspirator) and any other manufacturer of CRTs
- 16 concerning, relating to, and/or mentioning the production, marketing,
- 17 pricing, distribution, inventory levels or sale of CRTs." (Exs. B & C,
- 18 DAPs' First Set of Requests for Production of Documents, No. 4.)
- 19 c. "All Documents relating to any Meeting attended by You or any other
- 20 Defendant or any manufacturer of CRTs during which there was any
- 21 Communication concerning the production, marketing, pricing,
- 22 distribution, inventory levels or sale of CRTs, including, but not limited to
- 23 the notes of any such Meetings." (Exs. B & C, DAPs' First Set of
- 24 Requests for Production of Documents, No. 5.)
- 25 d. "Identify each actual or proposed agreement, including a draft agreement,
- 26 between You and any producer of CRTs and/or CRT Products, including
- 27 Defendants or Co-conspirators, relating to prices, pricing, production or
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1 inventory levels of CRTs and/or CRT Products during the Relevant
2 Period. For every such actual or proposed agreement, State: (a) the
3 identity of the participants and all persons with knowledge thereof; (b)
4 when such agreement was entered into; (c) where such agreement was
5 entered into; (d) the terms of such agreement; and (e) when, how, and
6 which of Your officers, directors or Employees discovered the existence
7 of such agreement.” (Exs. A & D, DAPs’ First Set of Interrogatories, No.
8 7.)

- 9 e. “Identify all Communications and/or Meetings between You and any other
10 producer or producers of CRTs and/or CRT Products during the Relevant
11 Period (including but not limited to the named Defendants or Co-
12 conspirators in this coordinated proceeding), regarding, discussing,
13 mentioning or relating to the sales, production, and/or prices of CRTs in
14 and/or for the United States, Mexico, and/or Brazil during the Relevant
15 Period, specifically identifying any Communications and/or Meetings
16 occurring solely in the context of a Customer-supplier relationship
17 between You and a Customer. For all Communications and/or Meetings:
18 (a) State the date and location of the Meeting and/or Communication; (b)
19 Identify the Person(s) who initiated, called, organized, attended, or
20 participated in the Meeting and/or Communication; (c) Describe the
21 subject matter(s) of the Meeting and/or Communication, including details
22 of any information provided, received, or exchanged; (d) Identify all
23 Persons with knowledge relating to the Meeting and/or Communication;
24 (e) Describe the type and dimensions of the CRTs discussed; (f) Identify
25 whether the attendees at the Meeting and/or persons involved in the
26 Communication reached any agreement concerning CRT sales,
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1 production, and/or prices.” (Exs. A & D, DAPs’ First Set of
2 Interrogatories, No. 8.)

3 f. “Identify each actual or proposed agreement between You and any
4 producer of CRT and/or CRT Products, including the named Defendants
5 and Co-Conspirators in this coordinated proceeding, relating to prices,
6 pricing, production or inventory levels of CRT and/or CRT Products
7 during the Relevant Time Period. Agreements shall include drafts. For
8 every such actual or proposed agreement state: (a) the identity of the
9 participants and all persons with knowledge thereof; (b) when such
10 agreement was entered into; (c) where such agreement was entered into;
11 (d) the terms of such agreement; and (e) when, how and which of your
12 officers, directors or employees discovered the existence of such
13 agreement.” (Ex. E, DPPs’ First Set of Interrogatories, No. 4.)

14 g. “Identify any meeting or communication between You and other
15 producers of CRT and/or CRT Products during the Relevant Time Period,
16 including the named Defendants and Co-Conspirators in this coordinated
17 proceeding, regarding CRT and/or CRT Product pricing, price increase
18 announcements, terms or conditions of sales, profit margins or market
19 share, production levels, inventory, customers, auctions, reverse auctions,
20 dynamic bidding events, or sales, and for each such meeting or
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22 communication; (b) identify the person(s) who initiated, called, organized,
23 attended or participated in the meeting or communication; (c) describe the
24 subject matter discussed and any information you provided or received;
25 (d) describe every action taken by you as a result of the meeting or
26 communication; and (e) identify all persons with knowledge relating to the
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meeting or communication.” (Ex. E, DPPs’ First Set of Interrogatories, No. 5.)

h. The 30(b)(6) deposition of Thomson, scheduled for January 8–9.

i. The deposition of Emeric Charamel, to be taken through the Hague Convention procedures.

j. The deposition of Agnes Martin, to be taken through the Hague Convention procedures.

k. The deposition of Christian Lissorgues, to be taken through the Hague Convention procedures.

l. The deposition of Didier Trutt, to be taken through the Hague Convention procedures.

22. In addition to TDA’s participation in the conspiracy, Plaintiffs believe that the outstanding discovery from Thomson SA, including the 30(b)(6) deposition presently scheduled for January 8–9, may produce materials and information that relates to (1) the full extent to which Thomson’s historical practices were institutionalized at TDA, including practices related to dealings with competitors and customers; (2) the extent to which Videocon dominated and controlled Thomson SA, which information Plaintiffs believe may be in Thomson SA’s possession, custody, or control based on the fact that Thomson continued to provide certain services to TDA after TDA was sold to Videocon; and (3) the extent to which Thomson SA owned or controlled TTE Technologies, Inc., a television manufacturer that purchased CRTs directly from TDA.

Exhibits in Opposition to TDA’s Motion for Summary Judgment

23. Subject to the foregoing and F.R.Civ.P. 56(d), Plaintiffs submit the following exhibits in opposition to TDA’s motion for summary judgment.

24. Attached hereto as **Exhibit 1** is a true and correct copy of Deposition Exhibit 5811, excerpts of Technicolor’s 2011 Annual Report.

1 25. Attached hereto as **Exhibit 2** is a true and correct copy of excerpts of
2 Technicolor's 2012 Annual Report, which I obtained from Technicolor's website at the
3 following URL: [http://www.technicolor.com/en/who-we-are/investor-center/financial-](http://www.technicolor.com/en/who-we-are/investor-center/financial-information/annual-report)
4 [information/annual-report](http://www.technicolor.com/en/who-we-are/investor-center/financial-information/annual-report).

5 26. Attached hereto as **Exhibit 3** is a true and correct copy of excerpts of a document
6 produced by one of the Samsung defendants as SEIA-CRT-00036452.

7 27. Attached hereto as **Exhibit 4** is a true and correct copy of a document produced
8 by Thomson SA as TSA-CRT00081300.

9 28. Attached hereto as **Exhibit 5** is a true and correct copy of Deposition Exhibit
10 7180, Statement of Albino Bessa Re Technologies Displays Americas, LLC, dated April 18,
11 2014.

12 29. Attached hereto as **Exhibit 6** is a true and correct copy of a document produced
13 by one of the Chunghwa defendants as CHU00125257, dated July 1, 2005. The date provided
14 was generated from the Date_Created field of the metadata.

15 30. Attached hereto as **Exhibit 7** is a true and correct copy of a document produced
16 by Thomson Consumer as TCE-CRT0007339, dated July 18, 2005.

17 31. Attached hereto as **Exhibit 8** is a true and correct copy of a document produced
18 by Thomson Consumer as TCE-CRT0020394, dated July 20, 2005.

19 32. Attached hereto as **Exhibit 9** is a true and correct copy of a document produced
20 by one of the Philips defendants as PHLP-CRT-037654, dated August 3, 2005.

21 33. Attached hereto as **Exhibit 10** is a true and correct copy of excerpts of
22 Videocon's Annual Report for 2004-05, which I obtained from Videocon's website at the
23 following URL: https://videoconworld.com/media/gallery/Videocon-Industries-Ltd_2005.pdf.

24 34. Attached hereto as **Exhibit 11** is a true and correct copy of a document produced
25 by Thomson Consumer as TCE-CRT 0007651, dated September 1, 2005.

26 35. Attached hereto as **Exhibit 12** is a true and correct copy of excerpts from the
27 Deposition of Jacquelyn Taylor-Boggs, dated August 29, 2014.

28

1 36. Attached hereto as **Exhibit 13** is a true and correct copy of a document produced
2 by Thomson SA as TSA-CRT00015749, dated June 8, 2004.

3 37. Attached hereto as **Exhibit 14** is a true and correct copy of a document produced
4 by Thomson SA as TSA-CRT00006958, titled 'Thomson Videocon Road Show Q&A.'

5 38. Attached hereto as **Exhibit 15** is a true and correct copy of excerpts from the
6 Deposition of Jack Brunk, dated September 5, 2014.

7 39. Attached hereto as **Exhibit 16** is a true and correct copy of a document produced
8 by Thomson SA as TSA-CRT00006982, titled 'Thomson Videocon agreement Roadshow
9 presentation.'

10 40. Attached hereto as **Exhibit 17** is a true and correct copy of a document produced
11 by Thomson SA as TSA-CRT00006752, titled 'Site Questions.'

12 41. Attached hereto as **Exhibit 18** is a true and correct copy of excerpts from the
13 Deposition of Alex Hepburn, dated September 3, 2014.

14 42. Attached hereto as **Exhibit 19** is a true and correct copy of Deposition Exhibit
15 5812, dated March 8, 2004, which was produced as TCE-CRT 0009852.

16 43. Attached hereto as **Exhibit 20** is a true and correct copy of Deposition Exhibit
17 2112 & 2112-E, dated May 2, 2003, which one of the Samsung defendants produced as SDCRT-
18 0007239.

19 44. Attached hereto as **Exhibit 21** is a true and correct copy of excerpts from the
20 Deposition of W.R. Kim, dated July 1, 2014.

21 45. Attached hereto as **Exhibit 22** is a true and correct copy of Deposition Exhibit
22 5831, dated July 18, 2003, which Thomson Consumer produced as TCE-CRT 0021489.

23 46. Attached hereto as **Exhibit 23** is a true and correct copy of Deposition Exhibit
24 2093 & 2093-E, dated, August 8, 2006, which one of the Samsung defendants produced as
25 SDCRT-0007237.

26 47. Attached hereto as **Exhibit 24** is a true and correct copy of excerpts from the
27 Deposition of K.C. Oh, dated November 19–20, 2014.

28

1 48. Attached hereto as **Exhibit 25** is a true and correct copy of Deposition Exhibit
2 2079 & 2079-E, dated July 18, 2003, which one of the Samsung defendants produced as
3 SDCRT-0007173.

4 49. Attached hereto as **Exhibit 26** is a true and correct copy of Deposition Exhibit
5 2080, in connection with the Deposition of K.C. Oh on November 20, 2014.

6 50. Attached hereto as **Exhibit 27** is a true and correct copy of Deposition Exhibit
7 7181, in connection with the Deposition of Albino Bessa on October 2, 2014.

8 51. Attached hereto as **Exhibit 28** is a true and correct copy of excerpts from the
9 Deposition of C.C. Liu, dated February 19, 2013.

10 52. Attached hereto as **Exhibit 29** is a true and correct copy of excerpts from the
11 Deposition of Albino Bessa, dated October 2, 2014.

12 53. Attached hereto as **Exhibit 30** is a true and correct copy of Deposition Exhibit
13 2084 & 2084-E, dated September 8, 2005, which one of the Samsung defendants produced as
14 SDCRT-0007609.

15 54. Attached hereto as **Exhibit 31** is a true and correct copy along with a certified
16 translation of a document produced by one of the Samsung defendants as SDCRT-0007240,
17 dated March 22, 2006.

18 55. Attached hereto as **Exhibit 32** is a true and correct copy along with a certified
19 translation of a document produced by one of the Panasonic defendants as MTPD-0410018,
20 dated December 15, 2005.

21 56. Attached hereto as **Exhibit 33** is a true and correct copy along with a certified
22 translation of a document produced by one of the Panasonic defendants as MTPD-0410020,
23 dated December 5.

24 57. Attached hereto as **Exhibit 34** is a true and correct copy along with a certified
25 translation of a document produced by one of the Panasonic defendants as MTPD-0479599,
26 dated March 31, 2006.

1 58. Attached hereto as **Exhibit 35** is a true and correct copy of a document produced
2 by Technologies Displays Americas as TDA03754, dated July 28, 2006.

3 59. Attached hereto as **Exhibit 36** is a true and correct copy of excerpts from the
4 Deposition of Robert Nowicki, dated October 9, 2014.

5 60. Attached hereto as **Exhibit 37** is a true and correct copy of excerpts from the
6 Deposition of P.J. Lee, dated July 16, 2013.

7 61. Attached hereto as **Exhibit 38** is a true and correct copy of excerpts from
8 Thomson's 2004 Annual Report, which I obtained from Technicolor's website at the following
9 URL: [http://www.technicolor.com/en/who-we-are/investor-center/financial-information/annual-](http://www.technicolor.com/en/who-we-are/investor-center/financial-information/annual-report)
10 report.

11 62. Attached hereto as **Exhibit 39** is a true and correct copy of Deposition Exhibit
12 7185, excerpts from Thomson's United States Securities and Exchange Commission Form 20-F.

13 63. Attached hereto as **Exhibit 40** is a true and correct copy of the expert report of
14 Alan S. Frankel on behalf of Plaintiff Best Buy, dated April 15, 2014.

15 64. Attached hereto as **Exhibit 41** is a true and correct copy of the expert report of
16 Alan S. Frankel on behalf of Plaintiff BrandsMart, dated April 15, 2014.

17 65. Attached hereto as **Exhibit 42** is a true and correct copy of the expert report of
18 Alan S. Frankel on behalf of the Plaintiff CompuCom Systems Inc., dated April 15, 2014.

19 66. Attached hereto as **Exhibit 43** is a true and correct copy of the expert report of
20 Alan S. Frankel on behalf of Plaintiff Costco Wholesale Corporation, dated April 15, 2014.

21 67. Attached hereto as **Exhibit 44** is a true and correct copy of the expert report of
22 Alan S. Frankel on behalf of the Plaintiff Target Corp., dated April 15, 2014.

23 68. Attached hereto as **Exhibit 45** is a true and correct copy of the expert report of
24 Alan S. Frankel on behalf of Plaintiff Electrograph Systems, Inc., dated April 15, 2014.

25 69. Attached hereto as **Exhibit 46** is a true and correct copy of the expert report of
26 Alan S. Frankel on behalf of Plaintiff Office Depot, Inc., dated April 15, 2014.

1 70. Attached hereto as **Exhibit 47** is a true and correct copy of the expert report of
2 Alan S. Frankel on behalf of Plaintiffs P.C. Richard & Son Long Island Corporation, MARTA
3 Cooperative of America, Inc., and ABC Appliance, Inc., dated April 15, 2014.

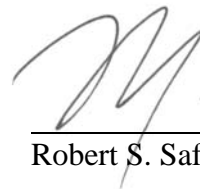
4 71. Attached hereto as **Exhibit 48** is a true and correct copy of the expert report of
5 Alan S. Frankel on behalf of Plaintiff Tech Data, dated April 15, 2014.

6 72. Attached hereto as **Exhibit 49** is a true and correct copy of the expert report of
7 Alan S. Frankel on behalf of Plaintiff Tweeter, dated April 15, 2014.

8 73. Attached hereto as **Exhibit 50** is a true and correct copy of the expert report of
9 Alan S. Frankel on behalf of Plaintiff Circuit City, dated April 15, 2014.

10
11 I declare under penalty of perjury that the foregoing is true and correct. Executed this
12 23rd day of December, 2014, at Houston, Texas.

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28



Robert S. Safi

Exhibit A

1 Stephen E. Taylor (SBN 058452)
Jonathan A. Patchen (SBN 237346)
2 **TAYLOR & COMPANY LAW OFFICES, LLP**
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11 cbenson@paulweiss.com

12 *Attorneys for Plaintiffs Sharp Electronics Corporation*
13 *and Sharp Electronics Manufacturing Company of*
America, Inc.

14 [additional counsel listed on signature page]

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 **In re: CATHODE RAY TUBE (CRT)**
18 **ANTITRUST LITIGATION**

19 This Document Relates to:

20 *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.,*
No. 13-cv-1173;

21 *Electrograph Systems, Inc. et al. v. Technicolor SA,*
22 *et al., No. 13-cv-05724;*

23 *Siegel v. Technicolor SA, et al., No. 13-cv-05261;*

24 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
25 *No. 13-cv-05264;*

26 *Target Corp. v. Technicolor SA, et al., No. 13-cv-*
27 *05686;*

28 *Interbond Corporation of America v. Technicolor*
SA, et al., No. 13-cv-05727;

Case No. 07-cv-05944 SC

MDL No. 1917

DIRECT ACTION PLAINTIFFS'
FIRST SET OF
INTERROGATORIES TO
DEFENDANT THOMSON SA

DATE: APRIL 17, 2014

1 *Office Depot, Inc. v. Technicolor SA, et al.*, No. 13-
2 cv-05726;

3 *Costco Wholesale Corporation v. Technicolor SA, et*
4 *al.*, No. 13-cv-05723;

5 *P.C. Richard & Son Long Island Corporation, et al.*
6 *v. Technicolor SA, et al.*, No. 31:cv-05725;

7 *Schultze Agency Services, LLC v. Technicolor SA,*
8 *Ltd., et al.*, No. 13-cv-05668;

9 *Sears, Roebuck and Co. and Kmart Corp. v.*
10 *Technicolor SA*, No. 3:13-cv-05262

11 *Tech Data Corp., et al. v. Hitachi, Ltd., et al.*, No.
12 13-cv-00157.

13 **PROPOUNDING PARTIES:** Direct Action Plaintiffs Sharp Electronics
14 Corporation and Sharp Electronics Manufacturing
15 Company of America, Inc.; Electrograph Systems,
16 Inc. and Electrograph Technologies Corp.; Alfred H.
17 Siegel, solely as Trustee of the Circuit City Stores,
18 Inc. Liquidating Trust; Best Buy Co., Inc., Best Buy
19 Purchasing LLC, Best Buy Enterprise Services, Inc.,
20 Best Buy Stores, L.P., Bestbuy.com, L.L.C., and
21 Magnolia Hi-Fi, Inc.; Target Corp., Sears, Roebuck,
22 and Co., Kmart Corp.; Interbond Corporation of
23 America; Office Depot, Inc.; Costco Wholesale
24 Corporation; P.C. Richard & Son Long Island
25 Corporation, MARTA Cooperative of America, Inc.,
26 and ABC Appliance, Inc.; Schultz Agency Services,
27 LLC on behalf of Tweeter Opco, LLC and Tweeter
28 Newco, LLC; and Tech Data Corporation and Tech
Data Product Management, Inc.

RESPONDING PARTY: Thomson SA

SET NO.: ONE

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, the above
2 named Direct Action Plaintiffs, through their undersigned counsel, request that Thomson SA
3 answer the following Interrogatories within thirty (30) days of service and supplement its
4 Interrogatory answers, as necessary, to comply with Federal Rule of Civil Procedure 26(e).
5 Thomson SA is directed to serve verified answers at PAUL, WEISS, RIFKIND, WHARTON &
6 GARRISON, LLP, Attn: Craig A. Benson, 2001 K Street, N.W., Washington, DC 20006, or at
7 another time and place as may be mutually agreed upon by counsel for the parties.

8 **DEFINITIONS**

9 1. The terms “Defendant” and “Defendants” means any defendant named by a
10 Direct Action Plaintiff in these actions and their present or former Employees, officers, directors,
11 agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on
12 their behalf.

13 2. The terms “Co-conspirator” and “Co-conspirators” mean any non-Defendant
14 entity named by a Direct Action Plaintiff in a complaint in these actions as a member of a
15 conspiracy and their present or former Employees, officers, directors, agents, predecessors,
16 successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

17 3. The term “Affiliated Entity(ies)” means any entity(ies) involved in the
18 production, pricing, marketing, distribution, and/or sale of CRTs (as those terms are defined
19 herein) at any time during the Relevant Period (as defined herein) in which You, or any division,
20 subdivision, business unit, parent, subsidiary, affiliate, or joint venture thereof, held any
21 ownership interest at any time during the Relevant Period.

22 4. The term “Person” means any individual or group of individuals, corporation,
23 partnership, association, governmental entity, department, commission, bureau or any other kind
24 of legal or business entity.

25 5. The terms “You,” “Your,” and “Yourself” mean Thomson SA and present or
26 former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries,
27 affiliates, or any other person acting on Your behalf.

1 6. The term “Employee” means any individual currently in the employ of, or at any
2 time employed by, or acting as the agent of a Defendant as defined herein.

3 7. The term “Document” includes all documents and electronically stored
4 information as defined in Federal Rule of Civil Procedure 34(a). A draft or non-identical copy is
5 a separate document within the meaning of this term.

6 8. The term “CRT(s)” means cathode ray tube(s).

7 9. The term “CRT Manufacturer” means any entity that manufactures or
8 manufactured CRTs.

9 10. The term “CRT Product(s)” means product(s) containing cathode ray tube(s).

10 11. Unless otherwise noted, the term “Relevant Period” means the period from March
11 1, 1995 through December 31, 2007.

12 12. When referring to a Document, “Identify” means, to the extent known, the (i) type
13 of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), sendee(s),
14 addressee(s), recipient(s), and custodian(s).

15 13. When referring to any fact, act, occurrence, transaction, statement,
16 communication, document, or other matter, “Identify,” “Describe,” “Explain,” or “State” means
17 to describe and identify the facts constituting such matter.

18 14. The term “Meeting” means, without limitation, any assembly, convocation,
19 encounter, or contemporaneous presence of two or more persons for any purpose, whether
20 planned or arranged, scheduled or not.

21 15. The term “Communication” means without limitation, oral or written
22 communications of any kind, such as electronic communications, e-mails, facsimiles, telephone
23 communications, correspondence, exchange of written or recorded information, or face-to-face
24 meetings. The phrase “communication between” is defined to include instances where one party
25 addresses the other party but the other party does not necessarily respond.

26 16. The term “Customer” means, without limitation, any individual, entity,
27 organization, business, company, corporation, or partnership to which You sold, transferred, or
28 otherwise conveyed CRTs during the Relevant Period.

17. The term “Competitor” means, without limitation, any individual, entity, organization, business, company, corporation or partnership that sold or otherwise conveyed CRTs during the Relevant Period.

18. The term “Thomson Consumer” refers to Thomson Consumer Electronics, Inc. (n/k/a Technicolor USA, Inc.) and present or former Employees, officers, directors, agents, predecessors, successors, subsidiaries, affiliates, or any other person acting on its behalf.

19. The term “Technologies Displays” refers to Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC) and present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, including Technologies Displays Mexicana, S.A. de C.V. (f/k/a Thomson Displays Mexicana, S.A. de C.V.), affiliates, or any other person acting on its behalf.

20. The term “Videocon Industries” refers to Videocon Industries, Ltd. and present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on its behalf.

21. “All” shall be construed as all, each, any, and every.

INSTRUCTIONS

1. Answers to these Interrogatories are to be based upon all knowledge or information available to You, including without limitation all information or knowledge possessed by any person, including without limitation any Employee, agent, attorney, expert witness, representative, or other advisor subject to Your instruction, direction, or control.

2. Where an Interrogatory cannot be answered due to insufficient knowledge, specify the nature of the inquiries made in an attempt to answer the Interrogatory.

3. You should answer each Interrogatory fully, unless it is objected to. When making any objection, state with specificity the reasons for the objection.

4. Where a complete answer to an Interrogatory is not possible, the Interrogatory should be answered to the extent possible, and a statement should be provided stating why an incomplete answer is given, along with the identity of any sources from which more complete information may be obtained.

1 5. Any claim of ambiguity in interpreting a particular Interrogatory or a definition or
2 instruction shall not be utilized as a basis for refusing to answer. Rather, You shall specify the
3 language deemed to be ambiguous and the interpretation utilized in the response to the
4 Interrogatory.

5 6. When asked to identify a natural person, state the person's name, employer,
6 position, dates of employment or tenure, and home address for all times during the Relevant
7 Period. If any of such information has changed during the Relevant Period, specify the time
8 period to which the information provided in Your answer pertains.

9 7. When asked to identify any entity other than a natural person, state the name and
10 address of the principal office or headquarters. If any of the information has changed during the
11 Relevant Period, specify the time period to which the information provided in Your answer
12 pertains.

13 8. If you elect to produce business records in response to an Interrogatory pursuant
14 to Federal Rule of Civil Procedure 33(d), You shall produce the records as they are kept in the
15 usual course of business or shall organize and label them to correspond with the Interrogatory. If
16 the document is being produced in its native electronic format (allowing the document to retain
17 its metadata), identify the document using its hash or other appropriate electronic identification
18 and identify the Interrogatories to which the document is responsive. If the document is not
19 being produced in electronic form, identify the document using the applicable bates numbers or
20 specifically identify the type of document being produced (e.g., letter, memorandum, telegram,
21 contract, invoice, etc.), its date and author(s), its custodian, and every person to whom such
22 document or any copy thereof was given or sent. For all documents produced pursuant to Rule
23 33(d), identify the name of the employee, officer, or agent certifying the documents as business
24 records.

INTERROGATORIES

Interrogatory No. 1.

Identify the CRT and/or CRT Products that You manufactured or produced for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 2.

Identify the CRT and/or CRT Products that You sold, marketed, or distributed for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 3.

Provide Your sales of CRTs and/or CRT Products to the United States and globally for each month during the Relevant Period. For each month during this period, State the volume of sales, the U.S. dollar value of sales, the unit sale price, the per unit cost to produce CRTs and/or CRT Products, the per unit cost to distribute CRTs and/or CRT Products (including overseas freight, tariff, customs, duties, inland freight, storage, insurance, dealer commissions), and the per unit profit earned.

Interrogatory No. 4.

Identify every channel used by You to sell, market, or distribute CRTs and/or CRT Products during the Relevant Period. If You used different channels at different points within the Relevant Period, Identify when You used each channel to sell, market, or distribute CRTs and/or CRT Products.

Interrogatory No. 5.

Identify each current and former Employee who has or had any managerial responsibility for recommending, reviewing, setting or approving prices, bids, quotes, or rebates for Your CRTs and/or CRT Products during the Relevant Period. For each Person identified, include his or her name, address, title, location, the division or unit of the company where he or she worked, and a description of his or her responsibilities throughout the Relevant Period.

1 **Interrogatory No. 6.**

2 Identify each Employee with pricing authority who attended any trade association
3 during the Relevant Period relating to CRTs and/or CRT Products and State with respect to each
4 Employee:

5 (a) the trade association attended;

6 (b) the dates of attendance;

7 (c) any offices, chairs or committee positions held in each of the trade associations; and
8 the dates which those offices, chairs or committee positions were held

9 **Interrogatory No. 7.**

10 Identify each actual or proposed agreement, including a draft agreement, between
11 You and any producer of CRTs and/or CRT Products, including Defendants or Co-conspirators,
12 relating to prices, pricing, production or inventory levels of CRTs and/or CRT Products during
13 the Relevant Period. For every such actual or proposed agreement, State:

14 (a) the identity of the participants and all persons with knowledge thereof;

15 (b) when such agreement was entered into;

16 (c) where such agreement was entered into;

17 (d) the terms of such agreement; and

18 (e) when, how, and which of Your officers, directors or Employees discovered the
19 existence of such agreement.

20 **Interrogatory No. 8.**

21 Identify all Communications and/or Meetings between You and any other
22 producer or producers of CRTs and/or CRT Products during the Relevant Period (including but
23 not limited to the named Defendants or Co-conspirators in this coordinated proceeding),
24 regarding, discussing, mentioning or relating to the sales, production, and/or prices of CRTs in
25 and/or for the United States, Mexico, and/or Brazil during the Relevant Period, specifically
26 identifying any Communications and/or Meetings occurring solely in the context of a Customer-
27 supplier relationship between You and a Customer. For all Communications and/or Meetings:

28 (a) State the date and location of the Meeting and/or Communication;

- (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the Meeting and/or Communication;
- (c) Describe the subject matter(s) of the Meeting and/or Communication, including details of any information provided, received, or exchanged;
- (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- (e) Describe the type and dimensions of the CRTs discussed;
- (f) Identify whether the attendees at the Meeting and/or persons involved in the Communication reached any agreement concerning CRT sales, production, and/or prices.

Interrogatory No. 9.

To the extent not previously identified in response to Interrogatory No. 8, Identify all Communications and/or Meetings between You and any other producer or producers of CRTs and/or CRT Products during the Relevant Period (including but not limited to Defendants or Co-conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or prices of CPTs during the Relevant Period, where at least one party to the Communication was employed in and/or based out of the U.S., Mexico, and/or Brazil at the time of the Communication, specifically identifying any Communications and/or Meetings conducted solely in the context of a Customer-supplier relationship between You and a Customer. For all Communications and/or Meetings:

- (a) State the date and location of the Meeting and/or Communication;
- (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the Meeting and/or Communication;
- (c) Describe the subject matter(s) of the Meeting and/or Communication, including details of any information provided, received, and/or exchanged;
- (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- (e) Describe the type and dimensions of the CPTs discussed;

(f) Identify whether the attendees at the Meeting and/or Persons involved in the Communication reached any agreement concerning CPT sales, production and/or prices.

This request includes instances where Communications with outside parties are forwarded to, or subsequently shared with, Persons based in the United States, Mexico, and/or Brazil, or employed by Affiliated Entities of Defendant in the United States, Mexico, and/or Brazil.

Interrogatory No. 10.

To the extent not previously identified in response to Interrogatory Nos. 8 or 9, Identify any Communication or Meeting between You and any other producer or producers of CRTs and/or CRT Products during the Relevant Period (including but not limited to Defendants or Co-conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or prices of CPTs during the Relevant Period, specifically identifying any Communications and/or Meetings conducted solely in the context of a Customer-supplier relationship between You and a Customer. For all Communications and/or Meetings:

- (a) State the date and location of the Meeting and/or Communication;
- (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the Meeting and/or Communication;
- (c) Describe the subject matter(s) of the Meeting and/or Communication, including details of any information provided, received, and/or exchanged;
- (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- (e) Describe the type and dimensions of the CPTs discussed;
- (f) Identify whether the attendees at the Meeting and/or persons involved in the Communication reached any agreement concerning CPT sales, production and/or prices.

1 **Interrogatory No. 11.**

2 Identify each instance during the Relevant Period in which You or any other
3 producer of CRT and/or CRT Products, including Defendants in this coordinated proceeding,
4 instituted a price increase or decrease for CRTs, and for each such instance:

- 5 (a) when the price increase or decrease was announced publicly;
6 (b) when the price increase or decrease was implemented;
7 (c) the amount of the price increase or decrease;
8 (d) whether such price increase or decrease was withdrawn;
9 (e) each Person with responsibility for implementing the price increase or decrease or its
10 withdrawal; and
11 (f) any explanation given for the price increase or withdrawal.

12 **Interrogatory No. 12.**

13 Explain Your corporate structure during the Relevant Period, including:

- 14 (a) identification of departments and divisions;
15 (b) identification of all individuals with managerial responsibility for purchase or sale of
16 CRTs sold or intended for sale in the United States, Mexico, or Brazil;
17 (c) identification of Your subsidiaries, affiliates, associates, partnerships, joint ventures,
18 stock co-ownerships, or other business relationships engaged in the production,
19 purchase, or sale of CRTs and/or CRT products;
20 (d) identification of Your owners and their percentages of ownership. For each owner,
21 please also state whether that owner also had a financial stake in other entities
22 engaged in the production, purchase, or sale of CRTs.

23 **Interrogatory No. 13.**

24 Identify and Describe all joint ventures, partnerships, or other cooperative
25 business relationships, during the Relevant Period, relating to CRT and/or CRT Products
26 between You and any other CRT or CRT Products producer.
27
28

1 **Interrogatory No. 14.**

2 Provide Your aggregate purchases (in both number of units and revenue in U.S.
3 dollars) of CRT and/or CRT Products during the Relevant Period.

4 **Interrogatory No. 15.**

5 Provide Your aggregate purchases (in both number of units and revenue in U.S.
6 dollars) of CRT and/or CRT Products for each month during the Relevant Period.

7 **Interrogatory No. 16.**

8 Provide Your aggregate purchases (in units and U.S. dollars) of CRT or CRT
9 Products from each of the other Defendants, for the purpose of resale, for each month during the
10 Relevant Period.

11 **Interrogatory No. 17.**

12 State whether any Documents or information responsive to this set of
13 interrogatories were destroyed, discarded, erased, deleted, purged, or otherwise lost. If Your
14 answer is in any way in the affirmative:

- 15 (a) Describe in detail the contents of each such Document or information and the date it
16 was destroyed, discarded, erased, deleted, purged or lost;
- 17 (b) Identify each Person who had any role or responsibility in destroying, discarding,
18 erasing, purging, deleting or losing of each such document or information; and
- 19 (c) Describe in detail the circumstances under which each such Document or information
20 was destroyed, discarded, erased, deleted, purged, or lost.

21 **Interrogatory No. 18.**

22 Identify the corporate relationship between You and Thomson Consumer during
23 the Relevant Period and up to and including today, including but not limited to:

- 24 (a) Your percentage ownership;
- 25 (b) any business departments or functions (e.g., public relations, advertising, press,
26 marketing, sales) shared between Thomson Consumer and You, or that share
27 common systems and procedures;
- 28

- 1 (c) policies, practices and/or requirements relating to Your participating in negotiations,
2 entering into, or signing contracts for, or on behalf of Thomson Consumer;
3 (d) policies, practices, and/or requirements regarding Your oversight, direction,
4 supervision, endorsement, approval or disapproval of Thomson Consumer's
5 production, sales, pricing, marketing, or distribution of CRTs or CRT Products;
6 (e) the identity of all individuals who served as officers, directors, Employees, agents or
7 representatives of both You and Thomson Consumer at any time during the Relevant
8 Period, whether simultaneously or not;
9 (f) Thomson Consumer's accounting treatment for Your sales, including whether
10 Thomson Consumer ever booked proceeds from You; and
11 (g) Your accounting treatment for Thomson Consumer's sales, including whether You
12 ever booked proceeds from Thomson Consumer.

13 **Interrogatory No. 19.**

14 Identify Your policies, practices, or requirements during the Relevant Period
15 relating to Your participating in negotiations, entering into, or signing contracts for, Your
16 subsidiaries, including Thomson Consumer and Technologies Displays.

17 **Interrogatory No. 20.**

18 Describe the Communications between Your personnel and Thomson Consumer
19 personnel during the Relevant Period relating to CRT prices, CRT customers, or CRT
20 production, including the frequency and manner of any such Communications, and any
21 individuals involved.

22 **Interrogatory No. 21.**

23 Identify Your ownership stake of Videocon Industries during the Relevant Period.

24 **Interrogatory No. 22.**

25 Identify all individuals who served as officers, directors, Employees, agents or
26 representatives of both You and Videocon Industries at any time during the Relevant Period,
27 whether simultaneously or not.
28

1 **Interrogatory No. 23.**

2 Identify the corporate relationship between You and Technologies Displays
3 during the Relevant Period, including but not limited to:

- 4 (a) Your percentage ownership;
- 5 (b) any business departments or functions (e.g., public relations, advertising, press,
6 marketing, sales) shared between Technologies Displays and You, or that share
7 common systems and procedures;
- 8 (c) policies, practices and/or requirements relating to Your participating in negotiations,
9 entering into, or signing contracts for, or on behalf of Technologies Displays;
- 10 (d) policies, practices, and/or requirements regarding Your oversight, direction,
11 supervision, endorsement, approval or disapproval of Technologies Displays'
12 production, sales, pricing, marketing, or distribution of CRTs or CRT Products;
- 13 (e) the identity of all individuals who served as officers, directors, Employees, agents or
14 representatives of both You and Technologies Displays at any time during the
15 Relevant Period, whether simultaneously or not;
- 16 (f) Technologies Displays' accounting treatment for Your sales, including whether
17 Technologies Displays ever booked proceeds from You; and
- 18 (g) Your accounting treatment for Technologies Displays' sales, including whether You
19 ever booked proceeds from Technologies Displays.

20 **Interrogatory No. 24.**

21 Describe the Communications between Your personnel and Technologies
22 Displays personnel during the Relevant Period relating to CRT prices, CRT customers, or CRT
23 production, including the frequency and manner of any such Communications, and any
24 individuals involved.

25 **Interrogatory No. 25.**

26 Identify Your contacts with the United States during the Relevant Period,
27 including:
28

- 1 (a) bank accounts, Employees, inventory, and owned, rented, or leased property located
2 in the U.S.;
- 3 (b) sales and exports to the U.S.;
- 4 (c) operations in the U.S.;
- 5 (d) taxes paid in the U.S.;
- 6 (e) U.S. litigations You filed or in which You participated;
- 7 (f) keeping of books or records in the U.S.;
- 8 (g) registered or appointed agents for service of process in the U.S.; and
- 9 (h) attendance by any of Your Employees of trade association meetings held in the U.S.
10 relating to CRTs or CRT Products.

11 **Interrogatory No. 26.**

12 State the name, address, and relationship to You of each Person who prepared or
13 assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who
14 simply typed or reproduced the responses.)
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1 DATED: April 17, 2014

By: /s/ Craig Benson

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Exhibit B

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14 [additional counsel listed on signature page]

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 **In re: CATHODE RAY TUBE (CRT)**
18 **ANTITRUST LITIGATION**

This Document Relates to:

19 *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.,*
20 *No. 13-cv-1173;*

21 *Electrograph Systems, Inc. et al. v. Technicolor SA,*
22 *et al., No. 13-cv-05724;*

23 *Siegel v. Technicolor SA, et al., No. 13-cv-05261;*

24 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
25 *No. 13-cv-05264;*

26 *Target Corp. v. Technicolor SA, et al., No. 13-cv-*
27 *05686;*

28 *Interbond Corporation of America v. Technicolor*
SA, et al., No. 13-cv-05727;

Case No. 07-cv-05944 SC

MDL No. 1917

DIRECT ACTION PLAINTIFFS'
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANT THOMSON
CONSUMER

DATE: APRIL 14, 2014

Office Depot, Inc. v. Technicolor SA, et al., No. 13-cv-05726;

Costco Wholesale Corporation v. Technicolor SA, et al., No. 13-cv-05723;

P.C. Richard & Son Long Island Corporation, et al. v. Technicolor SA, et al., No. 31:cv-05725;

Schultze Agency Services, LLC v. Technicolor SA, Ltd., et al., No. 13-cv-05668;

Sears, Roebuck and Co. and Kmart Corp. v. Technicolor SA, No. 3:13-cv-05262

Tech Data Corp., et al. v. Hitachi, Ltd., et al., No. 13-cv-00157.

PROPOUNDING PARTIES:

Direct Action Plaintiffs Sharp Electronics Corporation and Sharp Electronics Manufacturing Company of America, Inc.; Electrograph Systems, Inc. and Electrograph Technologies Corp.; Alfred H. Siegel, solely as Trustee of the Circuit City Stores, Inc. Liquidating Trust; Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.; Target Corp., Sears, Roebuck, and Co., Kmart Corp.; Interbond Corporation of America; Office Depot, Inc.; Costco Wholesale Corporation; P.C. Richard & Son Long Island Corporation, MARTA Cooperative of America, Inc., and ABC Appliance, Inc.; Schultz Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC; and Tech Data Corporation and Tech Data Product Management, Inc.

RESPONDING PARTY:

Thomson Consumer

SET NO.:

ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Local Civil Rules of this Court, the above-named Direct Action Plaintiffs request that Thomson Consumer produce for inspection and copying all documents and things requested herein within thirty (30) days of service in accordance with the definitions and instructions set forth below. Production of documents and things shall be at PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP, Attn: Craig A. Benson, 2001 K St., N.W., Washington, DC 20006, or at another time and place as may be mutually agreed upon by counsel for the parties.

I.

DEFINITIONS

1. “All” should be construed to include the collective as well as the singular and shall mean “each,” “any,” and “every.”

2. “Any” shall be construed to mean “any and all.”

3. The term “Meeting” means, without limitation, any assembly, convocation, encounter, or contemporaneous presence of two or more persons for any purpose, whether planned or arranged, scheduled or not.

4. The term “Affiliated Entity(ies)” means any entity(ies) involved in the production, pricing, marketing, distribution, and/or sale of CRTs (as those terms are defined herein) at any time during the Relevant Period (as defined herein) in which You, or any division, subdivision, business unit, parent, subsidiary, affiliate, or joint venture thereof, held any ownership interest at any time during the Relevant Period.

5. “Communication” means without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face Meetings. The phrase “communication between” is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

6. “Date” means the exact day, month and year, if ascertainable, or the best available approximation, including any relationship to other known events (designate whether exact or approximate).

1 7. The terms “Defendant” and “Defendants” mean any defendant named by a Direct
2 Action Plaintiff in these actions and their present or former Employees, officers, directors,
3 agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on
4 their behalf.

5 8. The terms “Co-conspirator” and “Co-conspirators” mean any non-Defendant
6 entity named by a Direct Action Plaintiff in a complaint in these actions as a member of a
7 conspiracy and their present or former Employees, officers, directors, agents, predecessors,
8 successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

9 9. “Document” means without limitation, the original and all non-identical copies of
10 all items subject to discovery under Rule 34 of the Federal Rules of Civil Procedure. This
11 definition includes, without limitation, letters, correspondence, memoranda, legal pleadings,
12 calendars, diaries, travel records, summaries, records of telephone conversations, telegrams,
13 notes, reports, compilations, notebooks, work papers, graphs, charts, blueprints, books,
14 pamphlets, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs,
15 videotapes, audiotapes, film and sound reproductions, e-mails, internal or external web sites,
16 compact discs, computer files and disks, sales, advertising and promotional literature,
17 agreements, stored recordings, minutes or other records of Meetings, all written or graphic
18 records or representations of any kind, and all mechanical or electronic data, records or
19 representations of any kind.

20 10. The term “Person” or “Persons” is defined to mean any natural person,
21 corporation, or partnership, proprietorship, joint venture, or any business, legal, or government
22 entity, organization, or association.

23 11. “Electronic Data” includes, without limitation, the following:

- 24 (a) activity listings of electronic mail receipts and/or transmittals;
- 25 (b) output resulting from the use of any software program, including, without
- 26 limitation, word processing Documents, spreadsheets, database files,
- 27 charts, graphs and outlines, electronic mail, AOL Instant Messenger™ (or
- 28 similar program) or bulletin board programs, operating systems, source

code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless of whether said electronic data exists in an active file, a deleted file, or file fragment;

(c) any and all items stored on computer memories, hard disks, floppy disks, CDROM, magnetic tape, microfiche, or in any other vehicle for digital data storage and/or transmittal, such as, but not limited to, a personal digital assistant, e.g., Palm Pilot, R.I.M., Blackberry, or similar device, and file folder tabs, and/or containers and labels appended to, or relating to, any physical storage device associated with each original and/or copy of all Documents requested herein.

12. “Employee” means, without limitation, any current or former officer, director, executive, manager, secretary, staff member, messenger, agent or other person who is or was employed by a Defendant.

13. “Including” is used to emphasize certain types of Documents requested and should not be construed as limiting the request in any way.

14. “Or” and “and” should be construed so as to require the broadest possible response. If, for example, a request calls for information about “A or B” or “A and B,” You should produce all information about A and all information about B, as well as all information about A and B collectively. In other words, “or” and “and” should be read as “and/or.”

15. “Relating to,” “referring to,” “regarding,” or “with respect to” mean, without limitation, the following concepts: discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

16. “You,” “Your,” or “Your Company” mean the responding Defendant, its predecessors, successors, subsidiaries, departments, divisions, and/or affiliates, including without limitation any organization or entity which the responding Defendant manages or controls,

1 together with all present and former directors, officers, Employees, agents, representatives or any
2 persons acting or purporting to act on behalf of the responding Defendant.

3 17. The term “Thomson SA” refers to Thomson SA (n/k/a Technicolor SA) and
4 present or former Employees, officers, directors, agents, predecessors, successors, parents,
5 subsidiaries, affiliates, or any other person acting on its behalf.

6 18. The term “Technologies Displays” refers to Technologies Displays Americas
7 LLC (f/k/a Thomson Displays Americas LLC) and present or former Employees, officers,
8 directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person
9 acting on its behalf.

10 19. The term “CRT(s)” means cathode ray tube(s).

11 20. The term “CRT Manufacturer” means any entity that manufactures CRTs.

12 21. The term “CRT Product(s)” means product(s) containing cathode ray tube(s).

13 22. Unless otherwise noted, the term “Relevant Period” means the period from March
14 1, 1995 through December 31, 2007.

15 16 II.

17 INSTRUCTIONS

18
19 1. Unless otherwise noted, the time period for these Document requests is the
20 Relevant Period. These Document requests seek all responsive Documents created or generated
21 during the Relevant Period, as well as responsive Documents created or generated outside the
22 Relevant Period, but which contain information concerning the Relevant Period.

23 2. Pursuant to Rule 26(e) of the Federal Rules of Civil Procedure, these Document
24 requests are continuing in nature so that if You subsequently discover or obtain possession,
25 custody, or control of any Document covered by these requests, You shall promptly make any
26 such Document available to plaintiffs.

27 3. In producing Documents and other materials, You are to furnish all Documents or
28 things in Your possession, custody or control, regardless of whether such Documents or

1 materials are possessed directly by You or Your Employees, agents, parent company(ies),
2 subsidiaries, affiliates, investigators or by Your attorneys or their Employees, agents or
3 investigators.

4 4. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, all Documents
5 shall be produced in the same order as they are kept or maintained by You in the ordinary course
6 of Your business. All Documents shall be produced in the file folder, envelope or other container
7 in which the Documents are kept or maintained. If for any reason the container cannot be
8 produced, You should produce copies of all labels or other identifying marks which may be
9 present on the container.

10 5. Documents shall be produced in such fashion as to identify the department,
11 branch or office in whose possession they were located and, where applicable, the natural person
12 in whose possession they were found and the business address of each Document(s) custodian(s).

13 6. Documents attached to one another should not be separated. If any portion of any
14 Document is responsive to any portion of the Document requests below, then the entire
15 Document must be produced.

16 7. If a Document once existed and subsequently has been lost, destroyed or is
17 otherwise missing, You should provide sufficient information to identify the Document and state,
18 in writing, the details, including whether the Document:

- 19 (a) is lost or missing;
- 20 (b) has been destroyed and, if so, by whom at whose request;
- 21 (c) has been transferred or delivered, voluntarily or involuntarily, to another
22 person or entity and at whose request; and/or
- 23 (d) has been otherwise disposed of.

24 8. In each instance in which a Document once existed and subsequently is lost,
25 missing, destroyed, or otherwise disposed of, explain the circumstances surrounding the
26 disposition of the Document, including, but not limited to:

- 27 (a) the identity of the Person or entity who last possessed the Document;
- 28 (b) the date or approximate date of the Documents disposition; and

1 (c) the identity of all Persons who have or had knowledge of the Document's
2 contents.

3 9. If any Document responsive to any of these requests is privileged, and the
4 Document or any portion of the Document requested is withheld based on a claim of privilege
5 pursuant to Rule 26(b)(5) of the Federal Rules of Civil Procedure, provide a statement of the
6 claim of privilege and any facts relied upon in support of that claim, including the following
7 information:

8 (a) the reason for withholding the Document;

9 (b) the date of such Communication;

10 (c) the medium of such Communication;

11 (d) the general subject matter of such Communication (such description shall
12 not be considered a waiver of Your claimed privilege);

13 (e) the identity of any Document that was the subject of such Communication
14 and the present location of any such Document; and

15 (f) the identity of the Persons involved in such Communication.

16 10. Each Document requested herein should be produced in its entirety and without
17 deletion, redaction or excisions, except as qualified by Instruction 10 above, regardless of
18 whether You consider the entire Document or only part of it to be relevant or responsive to these
19 Document requests. If You have redacted any portion of a Document, stamp the word
20 "REDACTED" beside the redacted information on each page of the Document which You have
21 redacted. Any redactions to Documents produced should be identified in accordance with
22 Instruction 9 above.

23 11. All Documents produced in paper form should be Bates numbered sequentially,
24 with a unique number on each page, and with a prefix identifying the party producing the
25 Document.

26 12. Pursuant to Federal Rule of Civil Procedure 34(b)(1)(C), the responding party
27 must produce any electronically stored information ("ESI") in its native format. If ESI in its
28 native format can only be accessed by proprietary or legacy software, or is password protected,

1 or encrypted, the responding party must meet and confer with plaintiffs' lead counsel so the
2 receiving party shall receive all information and software necessary to access the ESI.

3
4 **III.**

5 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

6 **Request No. 1.**

7 Documents sufficient to show Your corporate structure or organization
8 throughout the Relevant Period, including, but not limited to, departments, divisions, parents,
9 subsidiaries, joint ventures, Affiliated Entities, or other sub-units that were engaged during any
10 part of the Relevant Period in the manufacture, marketing, sale or distribution of CRT in the
11 United States, including, where applicable, the percentage of any stock or other interests owned
12 by each entity in the chain.

13
14 **Request No. 2.**

15 As to each of Your divisions, subdivisions, departments, units, subsidiaries,
16 parents, Affiliated Entities and joint ventures, Documents sufficient to identify each executive or
17 Employee with managerial authority who had responsibilities or duties with respect to each of
18 the following:

- 19 (a) the manufacturing or production of CRTs;
20 (b) the marketing of CRTs;
21 (c) the pricing of CRTs;
22 (d) the sale or distribution of CRTs;
23 (e) maintaining any electronic database(s), including archives, of e-mail or
24 other electronic Documents relating to CRTs.

25 **Request No. 3.**

26 All Documents relating to Communications regarding CRTs between or among
27 manufacturers of CRTs, including Defendants.

1 **Request No. 4.**

2 All Documents relating to any Communication between You (or any other
3 Defendant or Co-conspirator) and any other manufacturer of CRTs concerning, relating to,
4 and/or mentioning the production, marketing, pricing, distribution, inventory levels or sale of
5 CRTs.

6 **Request No. 5.**

7 All Documents relating to any Meeting attended by You or any other Defendant
8 or any manufacturer of CRTs during which there was any Communication concerning the
9 production, marketing, pricing, distribution, inventory levels or sale of CRTs, including, but not
10 limited to, the notes of any such Meetings.

11 **Request No. 6.**

12 For each of Your Employees who has or had any non-clerical responsibility for
13 recommending, reviewing, setting or approving prices, price increase announcements, bids or
14 quotes for the sale of CRTs, or any other involvement in the marketing or sale of CRTs:

- 15 (a) all copies of electronic and manual diaries, calendars, appointment books,
16 “to do” lists, day timers or appointment notes;
17 (b) all copies of trip and travel logs, records or other supporting Documents;
18 (c) all copies of expense reports or other supporting Documents;
19 (d) all copies of telephone number logs, directories, notebooks, Rolodex cards
20 or related memoranda;
21 (e) all bills, statements, records and supporting Documents concerning long
22 distance or cellular telephone calls;
23 (f) all Documents relating to membership in any trade association or industry
24 group; and
25 (g) the complete personnel file for that Employee.

26
27 **Request No. 7.**

1 Documents sufficient to show the name and address of each trade association
2 (including committees and subcommittees) relating to CRTs of which You or any of Your
3 Employees are or have been a member, as well as Documents sufficient to show dates of
4 membership and dates of participation in committees or subcommittees.

5
6 **Request No. 8.**

7 All Documents relating to Meetings of each trade association and each of its
8 committees or subcommittees relating to CRTs, including all Documents relating to any such
9 Meeting attended by You and any other CRTs manufacturer and Documents sufficient to identify
10 individuals from Your company who attended, the dates of attendance, and the subject matters
11 discussed.

12 **Request No. 9.**

13 All studies, analyses, Communications, presentations or other Documents that
14 You have submitted to or received from any trade association regarding CRTs.

15
16 **Request No. 10.**

17 All statements, announcements, disclosures or press releases issued by You or any
18 of Your competitors relating to CRTs.

19 **Request No. 11.**

20 All Documents and electronic data relating to Your sales of CRTs during the
21 Relevant Period, including, but not limited to:

- 22 (a) customer names, customer billing addresses, and customer ship-to
23 addresses;
24 (b) sales terms;
25 (c) sales dates and shipment dates;
26 (d) product type, class, category, description, and respective use;
27 (e) sales volumes;
28 (f) unit price information, gross price, and actual net prices;

- 1 (g) discounts, credits, and rebates;
- 2 (h) shipping charges and terms;
- 3 (i) any other related charges; and
- 4 (j) amounts paid, dates paid, invoice numbers, and purchase order numbers.
- 5

6 If such data are not kept, or have not been kept, in electronic form in the ordinary
7 course of Your business or are otherwise not available in electronic form, please produce such
8 data in hard copy.

9
10 **Request No. 12.**

11 All software instructions, programs, manuals, or other Documents necessary to
12 operate, run or understand any of the programs maintained on the computer-related equipment or
13 system utilized by You to maintain, gain access to or read data produced in response to Request
14 No. 11, including all record layouts, field codes, or other descriptions.

15 **Request No. 13.**

16 All Documents relating to policies, methods, formulas or factors to be used in
17 determining, computing or quoting prices, including any rebates or discounts, in connection with
18 the sale of CRTs.

19 **Request No. 14.**

20 All Documents relating to any published prices for CRTs during the Relevant
21 Period, including price announcements, price lists, price schedules, or price changes
22 communicated to customers in the United States, Mexico, and Canada.

23 **Request No. 15.**

24 All Documents relating to contracts, offers or proposals for CRT sales during the
25 Relevant Period.
26
27
28

Request No. 16.

Documents sufficient to identify each of Your facilities that produced CRTs during the Relevant Period, and for each such facility, all Documents relating to:

- (a) capacity, rated capacity, production and capacity utilization during each year of the Relevant Period;
- (b) any proposed or actual change in the capacity to produce CRTs;
- (c) any reason for changes in each facility's actual production of CRTs;
- (d) the identity of all persons who had decision-making or supervisory responsibility regarding CRTs production;
- (e) each type, class, category and respective use of CRTs produced and the amounts of each produced during each month of the Relevant Period;
- (f) any production shutdowns or slowdowns of CRTs production and reasons for such shutdowns or slowdowns; and
- (g) any projected production forecasts;
- (h) any future plans to construct, joint venture or purchase fabrication plants used to manufacture or produce CRTs.

Request No. 17.

All Documents relating to the cost of manufacturing, marketing, selling, and distributing CRTs during the Relevant Period.

Request No. 18.

Documents sufficient to show Your inventory levels of CRTs for each month, quarter, calendar year or fiscal year during the Relevant Period.

Request No. 19.

Documents sufficient to identify and quantify all swaps, trades, sales, purchases or transfers of CRTs between You and any of Your Affiliated Entities, or between You and any other producer of CRTs, and the price or any other consideration involved in every such sale, swap, trade, purchase or transfer.

1
2 **Request No. 20.**

3 All Documents relating to any relationship between prices for CRTs and any costs
4 of producing, marketing, selling, or distributing CRTs during the Relevant Period.

5 **Request No. 21.**

6 All of Your internal and public annual, quarterly and monthly financial
7 statements, summaries or analyses, including profit-and-loss statements and comparisons to
8 budget that relate to CRTs.

9
10 **Request No. 22.**

11 All business plans, planning analyses, budgets, forecasts, or sales or profit
12 projections relating to CRTs.

13 **Request No. 23.**

14 Documents sufficient to identify the CRTs (by manufacturer, type, size,
15 resolution, brightness, contrast ratio, and viewing angle) that each of the following entities
16 installed in each of its CRT Products (by model number and timeframe (e.g., year, quarter, week,
17 or month)) during the Relevant Period:

- 18 (a) You;
19 (b) Thomson SA;
20 (c) Technologies Displays;
21 (d) Videocon Industries, Ltd.;
22 (e) Any other Affiliated Entity of You or (b)-(d) above.
23

24 **Request No. 24.**

25 Documents sufficient to show any and all manufacturers and sizes of CRTs that
26 each of the following entities approved or preapproved for purchase and use in CRT Products at
27 any given time during the Relevant Period, including, but not limited to, any “approved CRT”
28 lists or similar documents identifying the part number, product number, manufacturer, type, size,

1 resolution, brightness, contrast ratio, and/or viewing angle of each CRT approved for purchase
2 and use:

- 3 (a) Thomson SA;
- 4 (b) Technologies Displays;
- 5 (c) Videocon Industries, Ltd.;
- 6 (d) Any other Affiliated Entity of You or (a)-(c) above.

7
8 If any of the listed entities had different lists of approved CRT Manufacturers for
9 a given CRT size, end product type, model, or brand, identify the approved CRT Manufacturer(s)
10 at the finest product granularity at which such approvals were established.

11
12 **Request No. 25.**

13 Documents sufficient to identify all of the CRT Products by model number and
14 year (or month or other time period if not consistent for the year) in which each of the following
15 entities exclusively used and installed CRTs manufactured by a Defendant or Co-conspirator in
16 this litigation during the Relevant Period:

- 17 (a) Thomson SA;
- 18 (b) Technologies Displays;
- 19 (c) Videocon Industries, Ltd.;
- 20 (d) Any other Affiliated Entity of You or (a)-(c) above.

21 **Request No. 26.**

22 All Documents relating to Your policies or practices directed toward compliance
23 with the United States antitrust laws, including any statements signed by Your Employees with
24 pricing, sales or marketing responsibility for CRTs, acknowledging their receipt of and
25 compliance with any antitrust compliance policy.

1 **Request No. 27.**

2 All Documents relating to the termination, retirement, discipline, discharge or
3 suspension of any director, officer, or Employee who had any responsibility relating to the
4 production, manufacture, distribution, marketing, pricing or sale of CRTs.

5 **Request No. 28.**

6 All Documents relating to Your percentage or share of industry production,
7 capacity, sales or shipments of CRTs, or the percentage or share of industry production, capacity,
8 sales or shipments of any other producer or seller of CRTs at any time during the Relevant
9 Period.

10
11 **Request No. 29.**

12 All Documents showing the dollar volume or quantity of sales or shipments of
13 CRTs (by type or category, if available) by You or by other producers or sellers of CRTs by
14 month, quarter, calendar year or fiscal year during the Relevant Period.

15 **Request No. 30.**

16 All Documents that compare or contrast each type, class, or category of CRTs
17 produced or sold by You with that of any other producer or seller of CRTs and all Documents
18 that relate to any industry standards regarding types, classes, or categories of CRTs.

19
20 **Request No. 31.**

21 Documents sufficient to show the regions or territories in which each type, class,
22 or category of CRTs were sold in the United States during the Relevant Period.

23 **Request No. 32.**

24 All Documents relating to conditions of supply or demand for CRTs, including,
25 but not limited to, any market studies or industry reports during the Relevant Period.
26
27
28

1 **Request No. 33.**

2 All Documents relating to any contemplated, proposed, planned, pending or
3 executed purchases, sales, acquisitions, mergers, joint ventures, divestitures, transfers, spin-offs
4 or any other change in ownership of any assets, liabilities, subsidiaries, departments, units or
5 other subdivisions of Your or another company relating to production, distribution, marketing,
6 pricing, sale or resale of CRTs during the Relevant Period.

7 **Request No. 34.**

8 All Documents reflecting Communications between You and any of the following
9 entities:

- 10 (a) Thomson SA;
11 (b) Technologies Displays;
12 (c) Videocon Industries, Ltd.;
13 (d) Any other Affiliated Entity of You or (a)-(c) above;

14 relating to or reflecting the price or negotiation of prices for any such sale, purchase, or transfer
15 of any CRTs.

16 **Request No. 35.**

17 All documents from the Relevant Period relating to or reflecting pricing
18 guidelines for CRTs given to or provided by You by or to any of the following entities:

- 19 (a) Thomson SA;
20 (b) Technologies Displays;
21 (c) Videocon Industries, Ltd.;
22 (d) Any other Affiliated Entity of You or (a)-(c) above.
23

24 **Request No. 36.**

25 All Documents referring to or relating to Direct Action Plaintiffs in this litigation.
26
27
28

1 **Request No. 37.**

2 Documents sufficient to show when You became aware of any investigations into
3 anticompetitive conduct relating to CRTs, including, but not limited to, price fixing or
4 information exchanges.

5 **Request No. 38.**

6 Documents sufficient to show when You became aware of any federal or state
7 lawsuits regarding anticompetitive conduct relating to CRTs (including, but not limited to, price
8 fixing or information exchanges).

9 **Request No. 39.**

10 All Documents that You claim would have been available to the Direct Action
11 Plaintiffs or any purchaser of CRTs prior to November 2007, which should have caused them to
12 investigate whether there was a conspiracy to fix, raise, maintain or stabilize the prices or to
13 control or restrict sales of CRTs in the United States.

14 **Request No. 40.**

15 All Documents relating to, prepared for, submitted to, or received from any
16 foreign governmental or legislative investigative body, including the Canadian Competition
17 Bureau, the European Commission, any agency or representative body of any foreign country,
18 state or other political subdivision, or any law enforcement agency, authority or commission in
19 any foreign country, relating to the production, sale, marketing, pricing or distribution of CRTs.
20 This request includes all Documents relating to proffers, transcripts, notes, summaries,
21 testimony, witness statements, or responses to requests for information that You produced to any
22 foreign governmental agency or foreign grand jury, including any Documents produced as part
23 of any plea bargain negotiations or in connection with any application for or grant of amnesty.
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Request No. 41.

Copies of all subpoenas or requests for production of Documents issued by any foreign governmental or legislative investigative body referring or relating to CRTs during the Relevant Period.

Request No. 42.

All Documents relating to, prepared for, submitted to, or received by You as a result of any investigation or research conducted either internally or by an outside entity with respect to price fixing, anticompetitive information exchanges, price manipulation or manipulation of production or capacity of CRTs.

Request No. 43.

Documents sufficient to show the specifications (i.e., size, type, resolution, brightness, contrast ratio, viewing angle, and manufacturer) of each CRT purchased by each of the following entities during the Relevant Period:

- (a) You;
- (b) Thomson SA;
- (c) Technologies Displays;
- (d) Videocon Industries, Ltd.;
- (e) Any other Affiliated Entity of (a)-(d) above.

Request No. 44.

All Communications from the Relevant Period between You and any of the following entities relating to pricing, production levels, output, or line capacity for CRTs made, produced, or manufactured, in whole or in part, by any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 45.

Documents sufficient to show any of Your Employees during the Relevant Period who became or were at any other point of the Relevant Period employees of:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 46.

All documents from the Relevant Period which relate to or reflect the payment of the salary, retirement benefits, health insurance, medical bills, or any other monetary benefits by You to any Employee of any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 47.

All documents from the Relevant Period which relate to or reflect the payment of any business expenses of any of the following entities by You:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 48.

All documents from the Relevant Period which relate to or reflect payment or authorization for payment of any travel expenses by You for any Employee of any of the following entities:

- (a) Thomson SA;

- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 49.

All documents from the Relevant Period which relate to or reflect the transfer of money between You and any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) All other Affiliated Entity of You or (a)-(c) above.

Request No. 50.

All documents from the Relevant Period which relate to or reflect the extension of credit between You and any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 51.

All budgets, draft budgets, financial forecasts, and business plans from the Relevant Period provided to You by any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 52.

All documents reflecting or referring to any financial, economic, accounting, or production analyses that You conducted relating to any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 53.

All documents reflecting or referring to any contract or agreement, either executed or proposed, between You and any of the following entities, including, but not limited to, shared services agreements, transition services agreements, agreements to provide information technology services, and agreements concerning the sale of any products:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 54.

All Communications between You and any governmental agency or representative (of any locality, county, state, country, or continent) relating to any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 55.

Documents sufficient to show any instance in which You brought any legal action or proceeding against any of the following entities:

- (a) Thomson SA;
- (b) Technologies Displays;

(c) Videocon Industries, Ltd.;

(d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 56.

Documents sufficient to show any instance in which any Affiliated Entity brought any legal action or proceeding against any of the following entities:

(a) You;

(b) Thomson SA;

(c) Technologies Displays;

(d) Videocon Industries, Ltd.;

(e) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 57.

Documents sufficient to show any instance in which Thomson SA or Videocon Industries, Ltd. brought any legal action or proceeding against You or any Affiliated Entity.

Request No. 58.

Documents sufficient to identify all legal proceedings, court filings, or filings with a governmental agency of any locality, county, state, country, or continent) wherein any You, Thomson SA, Technologies Displays, Videocon Industries, Ltd., or any other Affiliated Entity claimed protection from antitrust liability pursuant to *Copperweld Corp. v. Independence Tube Corp.*, 467 U.S. 752 (1984), its progeny, or its state law counterparts.

Request No. 59.

Documents sufficient to show the source (whether a CRT Manufacturer or CRT Product Manufacturer) of the CRTs each of the following entities purchased at any given time during the Relevant Period, including, but not limited to, invoices, inventory data, and contracts for bulk purchases of CRTs:

(a) Thomson SA;

(b) Technologies Displays;

1 (c) Videocon Industries, Ltd.;

2 (d) Any other Affiliated Entity of You or (a)-(c) above.

3
4 **Request No. 60.**

5 Documents sufficient to describe Your policies or practices with respect to the
6 retention or destruction of Documents during the period March 1, 1995 through the present, and,
7 if such policy or practice has been different with respect to any category of Documents or over
8 different times, Documents sufficient to identify each such category or time period and to
9 describe Your retention policy or practice with respect to each such category or time period.

10 **Request No. 61.**

11 Documents sufficient to show the manner in which You have maintained records
12 relating to CRTs during the period March 1, 1995 through the present, including Documents
13 sufficient to describe all electronic data processing systems, programs and outputs used to
14 record, store, compute, analyze or retrieve electronically stored information relating to Your
15 pricing, production, distribution, marketing or sale of CRTs in the United States.

1 DATED: April 14, 2014

By: /s/ Craig Benson

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Exhibit C

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13 *and Sharp Electronics Manufacturing Company of*
America, Inc.

14 [additional counsel listed on signature page]

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 **In re: CATHODE RAY TUBE (CRT)**
18 **ANTITRUST LITIGATION**

19 This Document Relates to:

20 *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.,*
No. 13-cv-1173;

21 *Electrograph Systems, Inc. et al. v. Technicolor SA,*
22 *et al.,* No. 13-cv-05724;

23 *Siegel v. Technicolor SA, et al.,* No. 13-cv-05261;

24 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
25 No. 13-cv-05264;

26 *Target Corp. v. Technicolor SA, et al.,* No. 13-cv-
05686;

27 *Interbond Corporation of America v. Technicolor*
28 *SA, et al.,* No. 13-cv-05727;

Case No. 07-cv-05944 SC

MDL No. 1917

DIRECT ACTION PLAINTIFFS'
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANT THOMSON SA

DATE: APRIL 14, 2014

Office Depot, Inc. v. Technicolor SA, et al., No. 13-cv-05726;

Costco Wholesale Corporation v. Technicolor SA, et al., No. 13-cv-05723;

P.C. Richard & Son Long Island Corporation, et al. v. Technicolor SA, et al., No. 31:cv-05725;

Schultze Agency Services, LLC v. Technicolor SA, Ltd., et al., No. 13-cv-05668;

Sears, Roebuck and Co. and Kmart Corp. v. Technicolor SA, No. 3:13-cv-05262

Tech Data Corp., et al. v. Hitachi, Ltd., et al., No. 13-cv-00157.

PROPOUNDING PARTIES:

Direct Action Plaintiffs Sharp Electronics Corporation and Sharp Electronics Manufacturing Company of America, Inc.; Electrograph Systems, Inc. and Electrograph Technologies Corp.; Alfred H. Siegel, solely as Trustee of the Circuit City Stores, Inc. Liquidating Trust; Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.; Target Corp., Sears, Roebuck, and Co., Kmart Corp.; Interbond Corporation of America; Office Depot, Inc.; Costco Wholesale Corporation; P.C. Richard & Son Long Island Corporation, MARTA Cooperative of America, Inc., and ABC Appliance, Inc.; Schultz Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC; and Tech Data Corporation and Tech Data Product Management, Inc.

RESPONDING PARTY:

Thomson SA

SET NO.:

ONE

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Local Civil Rules of this Court, the above-named Direct Action Plaintiffs request that Thomson SA produce for inspection and copying all documents and things requested herein within thirty (30) days of service in accordance with the definitions and instructions set forth below. Production of documents and things shall be at PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP, Attn: Craig A. Benson, 2001 K St., N.W., Washington, DC 20006, or at another time and place as may be mutually agreed upon by counsel for the parties.

I.

DEFINITIONS

1. “All” should be construed to include the collective as well as the singular and shall mean “each,” “any,” and “every.”

2. “Any” shall be construed to mean “any and all.”

3. The term “Meeting” means, without limitation, any assembly, convocation, encounter, or contemporaneous presence of two or more persons for any purpose, whether planned or arranged, scheduled or not.

4. The term “Affiliated Entity(ies)” means any entity(ies) involved in the production, pricing, marketing, distribution, and/or sale of CRTs (as those terms are defined herein) at any time during the Relevant Period (as defined herein) in which You, or any division, subdivision, business unit, parent, subsidiary, affiliate, or joint venture thereof, held any ownership interest at any time during the Relevant Period.

5. “Communication” means without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face Meetings. The phrase “communication between” is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

6. “Date” means the exact day, month and year, if ascertainable, or the best available approximation, including any relationship to other known events (designate whether exact or approximate).

1 7. The terms “Defendant” and “Defendants” mean any defendant named by a Direct
2 Action Plaintiff in these actions and their present or former Employees, officers, directors,
3 agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on
4 their behalf.

5 8. The terms “Co-conspirator” and “Co-conspirators” mean any non-Defendant
6 entity named by a Direct Action Plaintiff in a complaint in these actions as a member of a
7 conspiracy and their present or former Employees, officers, directors, agents, predecessors,
8 successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

9 9. “Document” means without limitation, the original and all non-identical copies of
10 all items subject to discovery under Rule 34 of the Federal Rules of Civil Procedure. This
11 definition includes, without limitation, letters, correspondence, memoranda, legal pleadings,
12 calendars, diaries, travel records, summaries, records of telephone conversations, telegrams,
13 notes, reports, compilations, notebooks, work papers, graphs, charts, blueprints, books,
14 pamphlets, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs,
15 videotapes, audiotapes, film and sound reproductions, e-mails, internal or external web sites,
16 compact discs, computer files and disks, sales, advertising and promotional literature,
17 agreements, stored recordings, minutes or other records of Meetings, all written or graphic
18 records or representations of any kind, and all mechanical or electronic data, records or
19 representations of any kind.

20 10. The term “Person” or “Persons” is defined to mean any natural person,
21 corporation, or partnership, proprietorship, joint venture, or any business, legal, or government
22 entity, organization, or association.

23 11. “Electronic Data” includes, without limitation, the following:

- 24 (a) activity listings of electronic mail receipts and/or transmittals;
25 (b) output resulting from the use of any software program, including, without
26 limitation, word processing Documents, spreadsheets, database files,
27 charts, graphs and outlines, electronic mail, AOL Instant Messenger™ (or
28 similar program) or bulletin board programs, operating systems, source

1 code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous
2 media on which they reside and regardless of whether said electronic data
3 exists in an active file, a deleted file, or file fragment;

4 (c) any and all items stored on computer memories, hard disks, floppy disks,
5 CDROM, magnetic tape, microfiche, or in any other vehicle for digital
6 data storage and/or transmittal, such as, but not limited to, a personal
7 digital assistant, e.g., Palm Pilot, R.I.M., Blackberry, or similar device,
8 and file folder tabs, and/or containers and labels appended to, or relating
9 to, any physical storage device associated with each original and/or copy
10 of all Documents requested herein.

11 12. "Employee" means, without limitation, any current or former officer, director,
12 executive, manager, secretary, staff member, messenger, agent or other person who is or was
13 employed by a Defendant.

14 13. "Including" is used to emphasize certain types of Documents requested and
15 should not be construed as limiting the request in any way.

16 14. "Or" and "and" should be construed so as to require the broadest possible
17 response. If, for example, a request calls for information about "A or B" or "A and B," You
18 should produce all information about A and all information about B, as well as all information
19 about A and B collectively. In other words, "or" and "and" should be read as "and/or."

20 15. "Relating to," "referring to," "regarding," or "with respect to" mean, without
21 limitation, the following concepts: discussing, describing, reflecting, dealing with, pertaining to,
22 analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing,
23 recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or
24 in part.

25 16. "You," "Your," or "Your Company" mean the responding Defendant, its
26 predecessors, successors, subsidiaries, departments, divisions, and/or affiliates, including without
27 limitation any organization or entity which the responding Defendant manages or controls,
28

1 together with all present and former directors, officers, Employees, agents, representatives or any
2 persons acting or purporting to act on behalf of the responding Defendant.

3 17. The term “Thomson Consumer” refers to Thomson Consumer Electronics, Inc.
4 (n/k/a Technicolor USA, Inc.) and present or former Employees, officers, directors, agents,
5 predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on its behalf.

6 18. The term “Technologies Displays” refers to Technologies Displays Americas
7 LLC (f/k/a Thomson Displays Americas LLC) and present or former Employees, officers,
8 directors, agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person
9 acting on its behalf.

10 19. The term “CRT(s)” means cathode ray tube(s).

11 20. The term “CRT Manufacturer” means any entity that manufactures CRTs.

12 21. The term “CRT Product(s)” means product(s) containing cathode ray tube(s).

13 22. Unless otherwise noted, the term “Relevant Period” means the period from March
14 1, 1995 through December 31, 2007.

15 16 II.

17 INSTRUCTIONS

18
19 1. Unless otherwise noted, the time period for these Document requests is the
20 Relevant Period. These Document requests seek all responsive Documents created or generated
21 during the Relevant Period, as well as responsive Documents created or generated outside the
22 Relevant Period, but which contain information concerning the Relevant Period.

23 2. Pursuant to Rule 26(e) of the Federal Rules of Civil Procedure, these Document
24 requests are continuing in nature so that if You subsequently discover or obtain possession,
25 custody, or control of any Document covered by these requests, You shall promptly make any
26 such Document available to plaintiffs.

27 3. In producing Documents and other materials, You are to furnish all Documents or
28 things in Your possession, custody or control, regardless of whether such Documents or

1 materials are possessed directly by You or Your Employees, agents, parent company(ies),
2 subsidiaries, affiliates, investigators or by Your attorneys or their Employees, agents or
3 investigators.

4 4. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, all Documents
5 shall be produced in the same order as they are kept or maintained by You in the ordinary course
6 of Your business. All Documents shall be produced in the file folder, envelope or other container
7 in which the Documents are kept or maintained. If for any reason the container cannot be
8 produced, You should produce copies of all labels or other identifying marks which may be
9 present on the container.

10 5. Documents shall be produced in such fashion as to identify the department,
11 branch or office in whose possession they were located and, where applicable, the natural person
12 in whose possession they were found and the business address of each Document(s) custodian(s).

13 6. Documents attached to one another should not be separated. If any portion of any
14 Document is responsive to any portion of the Document requests below, then the entire
15 Document must be produced.

16 7. If a Document once existed and subsequently has been lost, destroyed or is
17 otherwise missing, You should provide sufficient information to identify the Document and state,
18 in writing, the details, including whether the Document:

- 19 (a) is lost or missing;
- 20 (b) has been destroyed and, if so, by whom at whose request;
- 21 (c) has been transferred or delivered, voluntarily or involuntarily, to another
22 person or entity and at whose request; and/or
- 23 (d) has been otherwise disposed of.

24 8. In each instance in which a Document once existed and subsequently is lost,
25 missing, destroyed, or otherwise disposed of, explain the circumstances surrounding the
26 disposition of the Document, including, but not limited to:

- 27 (a) the identity of the Person or entity who last possessed the Document;
- 28 (b) the date or approximate date of the Documents disposition; and

1 (c) the identity of all Persons who have or had knowledge of the Document's
2 contents.

3 9. If any Document responsive to any of these requests is privileged, and the
4 Document or any portion of the Document requested is withheld based on a claim of privilege
5 pursuant to Rule 26(b)(5) of the Federal Rules of Civil Procedure, provide a statement of the
6 claim of privilege and any facts relied upon in support of that claim, including the following
7 information:

8 (a) the reason for withholding the Document;

9 (b) the date of such Communication;

10 (c) the medium of such Communication;

11 (d) the general subject matter of such Communication (such description shall
12 not be considered a waiver of Your claimed privilege);

13 (e) the identity of any Document that was the subject of such Communication
14 and the present location of any such Document; and

15 (f) the identity of the Persons involved in such Communication.

16 10. Each Document requested herein should be produced in its entirety and without
17 deletion, redaction or excisions, except as qualified by Instruction 10 above, regardless of
18 whether You consider the entire Document or only part of it to be relevant or responsive to these
19 Document requests. If You have redacted any portion of a Document, stamp the word
20 "REDACTED" beside the redacted information on each page of the Document which You have
21 redacted. Any redactions to Documents produced should be identified in accordance with
22 Instruction 9 above.

23 11. All Documents produced in paper form should be Bates numbered sequentially,
24 with a unique number on each page, and with a prefix identifying the party producing the
25 Document.

26 12. Pursuant to Federal Rule of Civil Procedure 34(b)(1)(C), the responding party
27 must produce any electronically stored information ("ESI") in its native format. If ESI in its
28 native format can only be accessed by proprietary or legacy software, or is password protected,

1 or encrypted, the responding party must meet and confer with plaintiffs' lead counsel so the
2 receiving party shall receive all information and software necessary to access the ESI.

3
4 **III.**

5 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

6 **Request No. 1.**

7 Documents sufficient to show Your corporate structure or organization
8 throughout the Relevant Period, including, but not limited to, departments, divisions, parents,
9 subsidiaries, joint ventures, Affiliated Entities, or other sub-units that were engaged during any
10 part of the Relevant Period in the manufacture, marketing, sale or distribution of CRT in the
11 United States, including, where applicable, the percentage of any stock or other interests owned
12 by each entity in the chain.

13
14 **Request No. 2.**

15 As to each of Your divisions, subdivisions, departments, units, subsidiaries,
16 parents, Affiliated Entities and joint ventures, Documents sufficient to identify each executive or
17 Employee with managerial authority who had responsibilities or duties with respect to each of
18 the following:

- 19 (a) the manufacturing or production of CRTs;
20 (b) the marketing of CRTs;
21 (c) the pricing of CRTs;
22 (d) the sale or distribution of CRTs;
23 (e) maintaining any electronic database(s), including archives, of e-mail or
24 other electronic Documents relating to CRTs.

25 **Request No. 3.**

26 All Documents relating to Communications regarding CRTs between or among
27 manufacturers of CRTs, including Defendants.

1 **Request No. 4.**

2 All Documents relating to any Communication between You (or any other
3 Defendant or Co-conspirator) and any other manufacturer of CRTs concerning, relating to,
4 and/or mentioning the production, marketing, pricing, distribution, inventory levels or sale of
5 CRTs.

6 **Request No. 5.**

7 All Documents relating to any Meeting attended by You or any other Defendant
8 or any manufacturer of CRTs during which there was any Communication concerning the
9 production, marketing, pricing, distribution, inventory levels or sale of CRTs, including, but not
10 limited to the notes of any such Meetings.

11 **Request No. 6.**

12 For each of Your Employees who has or had any non-clerical responsibility for
13 recommending, reviewing, setting or approving prices, price increase announcements, bids or
14 quotes for the sale of CRTs, or any other involvement in the marketing or sale of CRTs:

- 15 (a) all copies of electronic and manual diaries, calendars, appointment books,
16 “to do” lists, day timers or appointment notes;
17 (b) all copies of trip and travel logs, records or other supporting Documents;
18 (c) all copies of expense reports or other supporting Documents;
19 (d) all copies of telephone number logs, directories, notebooks, Rolodex cards
20 or related memoranda;
21 (e) all bills, statements, records and supporting Documents concerning long
22 distance or cellular telephone calls;
23 (f) all Documents relating to membership in any trade association or industry
24 group; and
25 (g) the complete personnel file for that Employee.
26

27 **Request No. 7.**

1 Documents sufficient to show the name and address of each trade association
2 (including committees and subcommittees) relating to CRTs of which You or any of Your
3 Employees are or have been a member, as well as Documents sufficient to show dates of
4 membership and dates of participation in committees or subcommittees.

5
6 **Request No. 8.**

7 All Documents relating to Meetings of each trade association and each of its
8 committees or subcommittees relating to CRTs, including all Documents relating to any such
9 Meeting attended by You and any other CRTs manufacturer and Documents sufficient to identify
10 individuals from Your company who attended, the dates of attendance, and the subject matters
11 discussed.

12 **Request No. 9.**

13 All studies, analyses, Communications, presentations or other Documents that
14 You have submitted to or received from any trade association regarding CRTs.

15
16 **Request No. 10.**

17 All statements, announcements, disclosures or press releases issued by You or any
18 of Your competitors relating to CRTs.

19 **Request No. 11.**

20 All Documents and electronic data relating to Your sales of CRTs during the
21 Relevant Period, including, but not limited to:

- 22 (a) customer names, customer billing addresses, and customer ship-to
23 addresses;
24 (b) sales terms;
25 (c) sales dates and shipment dates;
26 (d) product type, class, category, description, and respective use;
27 (e) sales volumes;
28 (f) unit price information, gross price, and actual net prices;

- 1 (g) discounts, credits, and rebates;
- 2 (h) shipping charges and terms;
- 3 (i) any other related charges; and
- 4 (j) amounts paid, dates paid, invoice numbers, and purchase order numbers.
- 5

6 If such data are not kept, or have not been kept, in electronic form in the ordinary
7 course of Your business or are otherwise not available in electronic form, please produce such
8 data in hard copy.

9
10 **Request No. 12.**

11 All software instructions, programs, manuals, or other Documents necessary to
12 operate, run or understand any of the programs maintained on the computer-related equipment or
13 system utilized by You to maintain, gain access to or read data produced in response to Request
14 No. 11, including all record layouts, field codes, or other descriptions.

15 **Request No. 13.**

16 All Documents relating to policies, methods, formulas or factors to be used in
17 determining, computing or quoting prices, including any rebates or discounts, in connection with
18 the sale of CRTs.

19 **Request No. 14.**

20 All Documents relating to any published prices for CRTs during the Relevant
21 Period, including price announcements, price lists, price schedules, or price changes
22 communicated to customers in the United States, Mexico, and Canada.

23 **Request No. 15.**

24 All Documents relating to contracts, offers or proposals for CRT sales during the
25 Relevant Period.
26
27
28

Request No. 16.

Documents sufficient to identify each of Your facilities that produced CRTs during the Relevant Period, and for each such facility, all Documents relating to:

- (a) capacity, rated capacity, production and capacity utilization during each year of the Relevant Period;
- (b) any proposed or actual change in the capacity to produce CRTs;
- (c) any reason for changes in each facility's actual production of CRTs;
- (d) the identity of all persons who had decision-making or supervisory responsibility regarding CRTs production;
- (e) each type, class, category and respective use of CRTs produced and the amounts of each produced during each month of the Relevant Period;
- (f) any production shutdowns or slowdowns of CRTs production and reasons for such shutdowns or slowdowns; and
- (g) any projected production forecasts;
- (h) any future plans to construct, joint venture or purchase fabrication plants used to manufacture or produce CRTs.

Request No. 17.

All Documents relating to the cost of manufacturing, marketing, selling, and distributing CRTs during the Relevant Period.

Request No. 18.

Documents sufficient to show Your inventory levels of CRTs for each month, quarter, calendar year or fiscal year during the Relevant Period.

Request No. 19.

Documents sufficient to identify and quantify all swaps, trades, sales, purchases or transfers of CRTs between You and any of Your Affiliated Entities, or between You and any other producer of CRTs, and the price or any other consideration involved in every such sale, swap, trade, purchase or transfer.

Request No. 20.

All Documents relating to any relationship between prices for CRTs and any costs of producing, marketing, selling, or distributing CRTs during the Relevant Period.

Request No. 21.

All of Your internal and public annual, quarterly and monthly financial statements, summaries or analyses, including profit-and-loss statements and comparisons to budget that relate to CRTs.

Request No. 22.

All business plans, planning analyses, budgets, forecasts, or sales or profit projections relating to CRTs.

Request No. 23.

Documents sufficient to identify the CRTs (by manufacturer, type, size, resolution, brightness, contrast ratio, and viewing angle) that each of the following entities installed in each of its CRT Products (by model number and timeframe (e.g., year, quarter, week, or month)) during the Relevant Period:

- (a) You;
- (b) Thomson Consumer;
- (c) Technologies Displays;
- (d) Videocon Industries, Ltd.;
- (e) Any other Affiliated Entity of You or (b)-(d) above.

Request No. 24.

Documents sufficient to show any and all manufacturers and sizes of CRTs that each of the following entities approved or preapproved for purchase and use in CRT Products at any given time during the Relevant Period, including, but not limited to, any “approved CRT” lists or similar documents identifying the part number, product number, manufacturer, type, size,

1 resolution, brightness, contrast ratio, and/or viewing angle of each CRT approved for purchase
2 and use:

- 3 (a) Thomson Consumer;
- 4 (b) Technologies Displays;
- 5 (c) Videocon Industries, Ltd.;
- 6 (d) Any other Affiliated Entity of You or (a)-(c) above.

7
8 If any of the listed entities had different lists of approved CRT Manufacturers for
9 a given CRT size, end product type, model, or brand, identify the approved CRT Manufacturer(s)
10 at the finest product granularity at which such approvals were established.

11
12 **Request No. 25.**

13 Documents sufficient to identify all of the CRT Products by model number and
14 year (or month or other time period if not consistent for the year) in which each of the following
15 entities exclusively used and installed CRTs manufactured by a Defendant or Co-conspirator in
16 this litigation during the Relevant Period:

- 17 (a) Thomson Consumer;
- 18 (b) Technologies Displays;
- 19 (c) Videocon Industries, Ltd.;
- 20 (d) Any other Affiliated Entity of You or (a)-(c) above.

21 **Request No. 26.**

22 All Documents relating to Your policies or practices directed toward compliance
23 with the United States antitrust laws, including any statements signed by Your Employees with
24 pricing, sales or marketing responsibility for CRTs, acknowledging their receipt of and
25 compliance with any antitrust compliance policy.

1 All Documents relating to any contemplated, proposed, planned, pending or
2 executed purchases, sales, acquisitions, mergers, joint ventures, divestitures, transfers, spin-offs
3 or any other change in ownership of any assets, liabilities, subsidiaries, departments, units or
4 other subdivisions of Your or another company relating to production, distribution, marketing,
5 pricing, sale or resale of CRTs during the Relevant Period.

6
7 **Request No. 34.**

8 Documents sufficient to show which Employees or members of Your Board of
9 Directors served as a director and/or officer of Videocon Industries, Ltd. or any of its
10 subsidiaries during the Relevant Period.

11 **Request No. 35.**

12 Documents relating to Your investment in Videocon Industries, Ltd. during the
13 Relevant Period, including Communications with Videocon Industries, Ltd., financial statements,
14 financial forecasts, and business plans.

15
16 **Request No. 36.**

17 All Documents reflecting Communications between You and any of the following
18 entities:

- 19 (a) Thomson Consumer;
20 (b) Technologies Displays;
21 (c) Videocon Industries, Ltd.;
22 (d) Any other Affiliated Entity of You or (a)-(c) above;

23 relating to or reflecting the price or negotiation of prices for any such sale, purchase, or transfer
24 of any CRTs.

25 **Request No. 37.**

26 All documents from the Relevant Period relating to or reflecting pricing
27 guidelines for CRTs given to or provided by You by or to any of the following entities:

- 28 (a) Thomson Consumer;

- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 38.

All Documents referring to or relating to Direct Action Plaintiffs in this litigation.

Request No. 39.

Documents sufficient to show when You became aware of any investigations into anticompetitive conduct relating to CRTs, including, but not limited to, price fixing or information exchanges.

Request No. 40.

Documents sufficient to show when You became aware of any federal or state lawsuits regarding anticompetitive conduct relating to CRTs (including, but not limited to, price fixing or information exchanges).

Request No. 41.

All Documents that You claim would have been available to the Direct Action Plaintiffs or any purchaser of CRTs prior to November 2007, which should have caused them to investigate whether there was a conspiracy to fix, raise, maintain or stabilize the prices or to control or restrict sales of CRTs in the United States.

Request No. 42.

All Documents relating to, prepared for, submitted to, or received from any foreign governmental or legislative investigative body, including the Canadian Competition Bureau, the European Commission, any agency or representative body of any foreign country, state or other political subdivision, or any law enforcement agency, authority or commission in any foreign country, relating to the production, sale, marketing, pricing or distribution of CRTs. This request includes all Documents relating to proffers, transcripts, notes, summaries,

1 testimony, witness statements, or responses to requests for information that You produced to any
2 foreign governmental agency or foreign grand jury, including any Documents produced as part
3 of any plea bargain negotiations or in connection with any application for or grant of amnesty.

4
5 **Request No. 43.**

6 Copies of all subpoenas or requests for production of Documents issued by any
7 foreign governmental or legislative investigative body referring or relating to CRTs during the
8 Relevant Period.

9 **Request No. 44.**

10 All Documents relating to, prepared for, submitted to, or received by You as a
11 result of any investigation or research conducted either internally or by an outside entity with
12 respect to price fixing, anticompetitive information exchanges, price manipulation or
13 manipulation of production or capacity of CRTs.

14
15 **Request No. 45.**

16 Documents sufficient to show the specifications (i.e., size, type, resolution,
17 brightness, contrast ratio, viewing angle, and manufacturer) of each CRT purchased by each of
18 the following entities during the Relevant Period:

- 19 (a) You;
20 (b) Thomson Consumer;
21 (c) Technologies Displays;
22 (d) Videocon Industries, Ltd.;
23 (e) Any other Affiliated Entity of (a)-(d) above.

24 **Request No. 46.**

25 All Communications from the Relevant Period between You and any of the
26 following entities relating to pricing, production levels, output, or line capacity for CRTs made,
27 produced, or manufactured, in whole or in part, by any of the following entities:

- 28 (a) Thomson Consumer;

- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 47.

Documents sufficient to show any of Your Employees during the Relevant Period who became or were at any other point of the Relevant Period employees of:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 48.

All documents from the Relevant Period which relate to or reflect the payment of the salary, retirement benefits, health insurance, medical bills, or any other monetary benefits by You to any Employee of any of the following entities:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 49.

All documents from the Relevant Period which relate to or reflect the payment of any business expenses of any of the following entities by You:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 50.

All documents from the Relevant Period which relate to or reflect payment or authorization for payment of any travel expenses by You for any Employee of any of the following entities:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 51.

All documents from the Relevant Period which relate to or reflect the transfer of money between You and any of the following entities:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) All other Affiliated Entity of You or (a)-(c) above.

Request No. 52.

All documents from the Relevant Period which relate to or reflect the extension of credit between You and any of the following entities:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 53.

All budgets, draft budgets, financial forecasts, and business plans from the Relevant Period provided to You by any of the following entities:

- (a) Thomson Consumer;
- (b) Technologies Displays;

1 (c) Videocon Industries, Ltd.;

2 (d) Any other Affiliated Entity of You or (a)-(c) above.

3
4 **Request No. 54.**

5 All documents reflecting or referring to any financial, economic, accounting, or
6 production analyses that You conducted relating to any of the following entities:

7 (a) Thomson Consumer;

8 (b) Technologies Displays;

9 (c) Videocon Industries, Ltd.;

10 (d) Any other Affiliated Entity of You or (a)-(c) above.

11 **Request No. 55.**

12 All documents reflecting or referring to any contract or agreement, either
13 executed or proposed, between You and any of the following entities, including, but not limited
14 to, shared services agreements, transition services agreements, agreements to provide
15 information technology services, and agreements concerning the sale of any products:

16 (a) Thomson Consumer;

17 (b) Technologies Displays;

18 (c) Videocon Industries, Ltd.;

19 (d) Any other Affiliated Entity of You or (a)-(c) above.

20
21 **Request No. 56.**

22 All Communications between You and any governmental agency or
23 representative (of any locality, county, state, country, or continent) relating to any of the
24 following entities:

25 (a) Thomson Consumer;

26 (b) Technologies Displays;

27 (c) Videocon Industries, Ltd.;

28 (d) Any other Affiliated Entity of You or (a)-(c) above.

1
2 **Request No. 57.**

3 Documents sufficient to show any instance in which You brought any legal action
4 or proceeding against any of the following entities:

- 5 (a) Thomson Consumer;
6 (b) Technologies Displays;
7 (c) Videocon Industries, Ltd.;
8 (d) Any other Affiliated Entity of You or (a)-(c) above.

9 **Request No. 58.**

10 Documents sufficient to show any instance in which any Affiliated Entity brought
11 any legal action or proceeding against any of the following entities:

- 12 (a) You;
13 (b) Thomson Consumer;
14 (c) Technologies Displays;
15 (d) Videocon Industries, Ltd.;
16 (e) Any other Affiliated Entity of You or (a)-(c) above.

17
18 **Request No. 59.**

19 Documents sufficient to show any instance in which Thomson Consumer or
20 Videocon Industries, Ltd. brought any legal action or proceeding against You or any Affiliated
21 Entity.

22 **Request No. 60.**

23 Documents sufficient to identify all legal proceedings, court filings, or filings
24 with a governmental agency of any locality, county, state, country, or continent) wherein any
25 You, Thomson Consumer, Technologies Displays, Videocon Industries, Ltd., or any other
26 Affiliated Entity claimed protection from antitrust liability pursuant to *Copperweld Corp. v.*
27 *Independence Tube Corp.*, 467 U.S. 752 (1984), its progeny, or its state law counterparts.
28

Request No. 61.

Documents sufficient to show the source (whether a CRT Manufacturer or CRT Product Manufacturer) of the CRTs each of the following entities purchased at any given time during the Relevant Period, including, but not limited to, invoices, inventory data, and contracts for bulk purchases of CRTs:

- (a) Thomson Consumer;
- (b) Technologies Displays;
- (c) Videocon Industries, Ltd.;
- (d) Any other Affiliated Entity of You or (a)-(c) above.

Request No. 62.

Documents sufficient to describe Your policies or practices with respect to the retention or destruction of Documents during the period March 1, 1995 through the present, and, if such policy or practice has been different with respect to any category of Documents or over different times, Documents sufficient to identify each such category or time period and to describe Your retention policy or practice with respect to each such category or time period.

Request No. 63.

Documents sufficient to show the manner in which You have maintained records relating to CRTs during the period March 1, 1995 through the present, including Documents sufficient to describe all electronic data processing systems, programs and outputs used to record, store, compute, analyze or retrieve electronically stored information relating to Your pricing, production, distribution, marketing or sale of CRTs in the United States.

Request No. 64.

All Documents related to Your rental, lease, purchase, maintenance, or ownership of offices or manufacturing facilities in the United States during the Relevant Period that were related to the manufacture or sale of CRTs or CRT Products.

Request No. 65.

Documents sufficient to show which Employees or members of Your Board of Directors simultaneously served as a director and/or officer of any company related to the manufacture or sale of CRTs that was incorporated in the United States during the Relevant Period.

Request No. 66.

Documents sufficient to show all Your Employees related to the manufacture or sale of CRTs based in the United States during the Relevant Period. For each relevant employee, provide:

- (a) The dates of hiring and termination;
- (b) Title(s) held;
- (c) Location(s) of employment.

1 DATED: April 14, 2014

By: /s/ Craig Benson

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13 *and Sharp Electronics Manufacturing Company of*
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14 [additional counsel listed on signature page]

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

17 **In re: CATHODE RAY TUBE (CRT)**
18 **ANTITRUST LITIGATION**

19 This Document Relates to:

20 *Sharp Electronics Corp., et al. v. Hitachi Ltd., et al.,*
21 *No. 13-cv-1173;*

22 *Electrograph Systems, Inc. et al. v. Technicolor SA,*
23 *et al., No. 13-cv-05724;*

24 *Siegel v. Technicolor SA, et al., No. 13-cv-05261;*

25 *Best Buy Co., Inc., et al. v. Technicolor SA, et al.,*
26 *No. 13-cv-05264;*

27 *Target Corp. v. Technicolor SA, et al., No. 13-cv-*
28 *05686;*

Interbond Corporation of America v. Technicolor

Case No. 07-cv-05944 SC

MDL No. 1917

DIRECT ACTION PLAINTIFFS'
FIRST SET OF
INTERROGATORIES TO
DEFENDANT THOMSON
CONSUMER

DATE: APRIL 17, 2014

SA, et al., No. 13-cv-05727;
Office Depot, Inc. v. Technicolor SA, et al., No. 13-cv-05726;
Costco Wholesale Corporation v. Technicolor SA, et al., No. 13-cv-05723;
P.C. Richard & Son Long Island Corporation, et al. v. Technicolor SA, et al., No. 31:cv-05725;
Schultze Agency Services, LLC v. Technicolor SA, Ltd., et al., No. 13-cv-05668;
Sears, Roebuck and Co. and Kmart Corp. v. Technicolor SA, No. 3:13-cv-05262
Tech Data Corp., et al. v. Hitachi, Ltd., et al., No. 13-cv-00157.

PROPOUNDING PARTIES: Direct Action Plaintiffs Sharp Electronics Corporation and Sharp Electronics Manufacturing Company of America, Inc.; Electrograph Systems, Inc. and Electrograph Technologies Corp.; Alfred H. Siegel, solely as Trustee of the Circuit City Stores, Inc. Liquidating Trust; Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.; Target Corp., Sears, Roebuck, and Co., Kmart Corp.; Interbond Corporation of America; Office Depot, Inc.; Costco Wholesale Corporation; P.C. Richard & Son Long Island Corporation, MARTA Cooperative of America, Inc., and ABC Appliance, Inc.; Schultz Agency Services, LLC on behalf of Tweeter Opco, LLC and Tweeter Newco, LLC; and Tech Data Corporation and Tech Data Product Management, Inc.

RESPONDING PARTY: Thomson Consumer Electronics, Inc.

SET NO.: ONE

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, the above
2 named Direct Action Plaintiffs, through their undersigned counsel, request that Thomson
3 Consumer answer the following Interrogatories within thirty (30) days of service and supplement
4 its Interrogatory answers, as necessary, to comply with Federal Rule of Civil Procedure 26(e).
5 Thomson Consumer is directed to serve verified answers at PAUL, WEISS, RIFKIND,
6 WHARTON & GARRISON, LLP, Attn: Craig A. Benson, 2001 K Street, N.W., Washington,
7 DC 20006, or at another time and place as may be mutually agreed upon by counsel for the
8 parties.

9 **DEFINITIONS**

10 1. The terms “Defendant” and “Defendants” means any defendant named by a
11 Direct Action Plaintiff in these actions and their present or former Employees, officers, directors,
12 agents, predecessors, successors, parents, subsidiaries, affiliates, or any other person acting on
13 their behalf.

14 2. The terms “Co-conspirator” and “Co-conspirators” mean any non-Defendant
15 entity named by a Direct Action Plaintiff in a complaint in these actions as a member of a
16 conspiracy and their present or former Employees, officers, directors, agents, predecessors,
17 successors, parents, subsidiaries, affiliates, or any other person acting on their behalf.

18 3. The term “Affiliated Entity(ies)” means any entity(ies) involved in the
19 production, pricing, marketing, distribution, and/or sale of CRTs (as those terms are defined
20 herein) at any time during the Relevant Period (as defined herein) in which You, or any division,
21 subdivision, business unit, parent, subsidiary, affiliate, or joint venture thereof, held any
22 ownership interest at any time during the Relevant Period.

23 4. The term “Person” means any individual or group of individuals, corporation,
24 partnership, association, governmental entity, department, commission, bureau or any other kind
25 of legal or business entity.

26 5. The terms “You,” “Your,” and “Yourself” mean Thomson Consumer Electronics
27 Inc., and present or former Employees, officers, directors, agents, predecessors, successors,
28 parents, subsidiaries, affiliates, or any other person acting on Your behalf.

1 6. The term “Employee” means any individual currently in the employ of, or at any
2 time employed by, or acting as the agent of a Defendant as defined herein.

3 7. The term “Document” includes all documents and electronically stored
4 information as defined in Federal Rule of Civil Procedure 34(a). A draft or non-identical copy is
5 a separate document within the meaning of this term.

6 8. The term “CRT(s)” means cathode ray tube(s).

7 9. The term “CRT Manufacturer” means any entity that manufactures or
8 manufactured CRTs.

9 10. The term “CRT Product(s)” means product(s) containing cathode ray tube(s).

10 11. Unless otherwise noted, the term “Relevant Period” means the period from March
11 1, 1995 through December 31, 2007.

12 12. When referring to a Document, “Identify” means, to the extent known, the (i) type
13 of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), sendee(s),
14 addressee(s), recipient(s), and custodian(s).

15 13. When referring to any fact, act, occurrence, transaction, statement,
16 communication, document, or other matter, “Identify,” “Describe,” “Explain,” or “State” means
17 to describe and identify the facts constituting such matter.

18 14. The term “Meeting” means, without limitation, any assembly, convocation,
19 encounter, or contemporaneous presence of two or more persons for any purpose, whether
20 planned or arranged, scheduled or not.

21 15. The term “Communication” means without limitation, oral or written
22 communications of any kind, such as electronic communications, e-mails, facsimiles, telephone
23 communications, correspondence, exchange of written or recorded information, or face-to-face
24 meetings. The phrase “communication between” is defined to include instances where one party
25 addresses the other party but the other party does not necessarily respond.

26 16. The term “Customer” means, without limitation, any individual, entity,
27 organization, business, company, corporation, or partnership to which You sold, transferred, or
28 otherwise conveyed CRTs during the Relevant Period.

18. The term “Thomson SA” refers to Thomson SA and present or former Employees, officers, directors, agents, predecessors, successors, subsidiaries, affiliates, or any other person acting on its behalf.

19. The term “Technologies Displays” refers to Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC) and present or former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, including Technologies Displays Mexicana, S.A. de C.V. (f/k/a Thomson Displays Mexicana, S.A. de C.V.), affiliates, or any other person acting on its behalf.

2 20. The term “Videocon Industries” refers to Videocon Industries, Ltd. and present or
3 former Employees, officers, directors, agents, predecessors, successors, parents, subsidiaries,
4 affiliates, or any other person acting on its behalf.

21. "All" shall be construed as all, each, any, and every.

1. Answers to these Interrogatories are to be based upon all knowledge or information available to You, including without limitation all information or knowledge possessed by any person, including without limitation any Employee, agent, attorney, expert witness, representative, or other advisor subject to Your instruction, direction, or control.

2 2. Where an Interrogatory cannot be answered due to insufficient knowledge,
3 specify the nature of the inquiries made in an attempt to answer the Interrogatory.

3. You should answer each Interrogatory fully, unless it is objected to. When making any objection, state with specificity the reasons for the objection.

4. Where a complete answer to an Interrogatory is not possible, the Interrogatory should be answered to the extent possible, and a statement should be provided stating why an

- 5 -

1 incomplete answer is given, along with the identity of any sources from which more complete
2 information may be obtained.

3 5. Any claim of ambiguity in interpreting a particular Interrogatory or a definition or
4 instruction shall not be utilized as a basis for refusing to answer. Rather, You shall specify the
5 language deemed to be ambiguous and the interpretation utilized in the response to the
6 Interrogatory.

7 6. When asked to identify a natural person, state the person's name, employer,
8 position, dates of employment or tenure, and home address for all times during the Relevant
9 Period. If any of such information has changed during the Relevant Period, specify the time
10 period to which the information provided in Your answer pertains.

11 7. When asked to identify any entity other than a natural person, state the name and
12 address of the principal office or headquarters. If any of the information has changed during the
13 Relevant Period, specify the time period to which the information provided in Your answer
14 pertains.

15 8. If You elect to produce business records in response to an Interrogatory pursuant
16 to Federal Rule of Civil Procedure 33(d), You shall produce the records as they are kept in the
17 usual course of business or shall organize and label them to correspond with the Interrogatory. If
18 the document is being produced in its native electronic format (allowing the document to retain
19 its metadata), identify the document using its hash or other appropriate electronic identification
20 and identify the Interrogatories to which the document is responsive. If the document is not
21 being produced in electronic form, identify the document using the applicable bates numbers or
22 specifically identify the type of document being produced (e.g., letter, memorandum, telegram,
23 contract, invoice, etc.), its date and author(s), its custodian, and every person to whom such
24 document or any copy thereof was given or sent. For all documents produced pursuant to Rule
25 33(d), identify the name of the employee, officer, or agent certifying the documents as business
26 records.

INTERROGATORIES

Interrogatory No. 1.

Identify the CRT and/or CRT Products that You manufactured or produced for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 2.

Identify the CRT and/or CRT Products that You sold, marketed, or distributed for each month within the Relevant Period, including the brand name, product number, and intended use.

Interrogatory No. 3.

Provide Your sales of CRTs and/or CRT Products to the United States and globally for each month during the Relevant Period. For each month during this period, State the volume of sales, the U.S. dollar value of sales, the unit sale price, the per unit cost to produce CRTs and/or CRT Products, the per unit cost to distribute CRTs and/or CRT Products (including overseas freight, tariff, customs, duties, inland freight, storage, insurance, dealer commissions), and the per unit profit earned.

Interrogatory No. 4.

Identify every channel used by You to sell, market, or distribute CRTs and/or CRT Products during the Relevant Period. If You used different channels at different points within the Relevant Period, Identify when You used each channel to sell, market, or distribute CRTs and/or CRT Products.

Interrogatory No. 5.

Identify each current and former Employee who has or had any managerial responsibility for recommending, reviewing, setting or approving prices, bids, quotes, or rebates for Your CRTs and/or CRT Products during the Relevant Period. For each Person identified, include his or her name, address, title, location, the division or unit of the company where he or she worked, and a description of his or her responsibilities throughout the Relevant Period.

1 **Interrogatory No. 6.**

2 Identify each Employee with pricing authority who attended any trade association
3 during the Relevant Period relating to CRTs and/or CRT Products and State with respect to each
4 Employee:

5 (a) the trade association attended;

6 (b) the dates of attendance;

7 (c) any offices, chairs or committee positions held in each of the trade associations; and
8 the dates which those offices, chairs or committee positions were held.

9 **Interrogatory No. 7.**

10 Identify each actual or proposed agreement, including a draft agreement, between
11 You and any producer of CRTs and/or CRT Products, including Defendants or Co-conspirators,
12 relating to prices, pricing, production or inventory levels of CRTs and/or CRT Products during
13 the Relevant Period. For every such actual or proposed agreement, State:

14 (a) the identity of the participants and all persons with knowledge thereof;

15 (b) when such agreement was entered into;

16 (c) where such agreement was entered into;

17 (d) the terms of such agreement; and

18 (e) when, how, and which of Your officers, directors or Employees discovered the
19 existence of such agreement.

20 **Interrogatory No. 8.**

21 Identify all Communications and/or Meetings between You and any other
22 producer or producers of CRTs and/or CRT Products during the Relevant Period (including but
23 not limited to the named Defendants or Co-conspirators in this coordinated proceeding),
24 regarding, discussing, mentioning or relating to the sales, production, and/or prices of CRTs in
25 and/or for the United States, Mexico, and/or Brazil during the Relevant Period, specifically
26 identifying any Communications and/or Meetings occurring solely in the context of a Customer-
27 supplier relationship between You and a Customer. For all Communications and/or Meetings:

28 (a) State the date and location of the Meeting and/or Communication;

- 1 (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the
2 Meeting and/or Communication;
- 3 (c) Describe the subject matter(s) of the Meeting and/or Communication, including
4 details of any information provided, received, or exchanged;
- 5 (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- 6 (e) Describe the type and dimensions of the CRTs discussed;
- 7 (f) Identify whether the attendees at the Meeting and/or Persons involved in the
8 Communication reached any agreement concerning CRT sales, production, and/or
9 prices.

10 **Interrogatory No. 9.**

11 To the extent not previously identified in response to Interrogatory No. 8, Identify
12 all Communications and/or Meetings between You and any other producer or producers of CRTs
13 and/or CRT Products during the Relevant Period (including but not limited to Defendants or Co-
14 conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or prices
15 of CPTs, where at least one party to the Communication was employed in and/or based out of the
16 U.S., Mexico, and/or Brazil at the time of the Communication, specifically identifying any
17 Communications and/or Meetings conducted solely in the context of a Customer-supplier
18 relationship between You and a Customer. For all Communications and/or Meetings:

- 19 (a) State the date and location of the Meeting and/or Communication;
- 20 (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the
21 Meeting and/or Communication;
- 22 (c) Describe the subject matter(s) of the Meeting and/or Communication, including
23 details of any information provided, received, and/or exchanged;
- 24 (d) Identify all Persons with knowledge relating to the Meeting and/or Communication;
- 25 (e) Describe the type and dimensions of the CPTs discussed;
- 26 (f) Identify whether the attendees at the Meeting and/or Persons involved in the
27 Communication reached any agreement concerning CPT sales, production and/or
28 prices.

1 This request includes instances where Communications with outside parties are
 2 forwarded to, or subsequently shared with, Persons based in the United States, Mexico, and/or
 3 Brazil, or employed by an Affiliated Entity of a Defendant in the United States, Mexico, and/or
 4 Brazil.

5 **Interrogatory No. 10.**

6 To the extent not previously identified in response to Interrogatory Nos. 8 or 9,
 7 Identify any Communication or Meeting between You and any other producer or producers of
 8 CRTs and/or CRT Products during the Relevant Period (including but not limited to Defendants
 9 or Co-conspirators) regarding, discussing, mentioning or relating to the sales, production, and/or
 10 prices of CPTs during the Relevant Period, specifically identifying any Communications and/or
 11 Meetings conducted solely in the context of a Customer-supplier relationship between You and a
 12 Customer. For all Communications and/or Meetings:

- 13 (a) State the date and location of the Meeting and/or Communication;
- 14 (b) Identify the Person(s) who initiated, called, organized, attended, or participated in the
 15 Meeting and/or Communication;
- 16 (c) Describe the subject matter(s) of the Meeting and/or Communication, including
 17 details of any information provided, received, and/or exchanged;
- 18 (d) Describe all Persons with knowledge relating to the Meeting and/or Communication;
- 19 (e) Describe the type and dimensions of the CPTs discussed;
- 20 (f) Identify whether the attendees at the Meeting and/or persons involved in the
 21 Communication reached any agreement concerning CPT sales, production and/or
 22 prices.

23 **Interrogatory No. 11.**

24 Identify each instance during the Relevant Period in which You or any other
 25 producer of CRT and/or CRT Products, including Defendants in this coordinated proceeding,
 26 instituted a price increase or decrease for CRTs, and for each such instance:

- 27 (a) when the price increase or decrease was announced publicly;
- 28 (b) when the price increase or decrease was implemented;

- 1 (c) the amount of the price increase or decrease;
- 2 (d) whether such price increase or decrease was withdrawn;
- 3 (e) each Person with responsibility for implementing the price increase or decrease or its
- 4 withdrawal; and
- 5 (f) any explanation given for the price increase or withdrawal.

6 **Interrogatory No. 12.**

7 Explain Your corporate structure during the Relevant Period, including:

- 8 (a) identification of departments and divisions;
- 9 (b) identification of all individuals with managerial responsibility for purchase or sale of
- 10 CRTs;
- 11 (c) identification of Your subsidiaries, affiliates, associates, partnerships, joint ventures,
- 12 stock co-ownerships, or other business relationships engaged in the production,
- 13 purchase, or sale of CRTs and/or CRT products;
- 14 (d) identification of Your owners and their percentages of ownership. For each owner,
- 15 please also state whether that owner also had a financial stake in other entities
- 16 engaged in the production, purchase, or sale of CRTs or CRT products.

17 **Interrogatory No. 13.**

18 Identify and describe all joint ventures, partnerships, or other cooperative business

19 relationships, during the Relevant Period, relating to CRT and/or CRT Products between You

20 and any other CRT or CRT Products producer.

21 **Interrogatory No. 14.**

22 Provide Your aggregate purchases (in both number of units and revenue in U.S.

23 dollars) of CRT and/or CRT Products during the Relevant Period.

24 **Interrogatory No. 15.**

25 Provide Your aggregate purchases (in both number of units and revenue in U.S.

26 dollars) of CRT and/or CRT Products for each month during the Relevant Period.

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1 **Interrogatory No. 16.**

2 Provide Your aggregate purchases (in units and U.S. dollars) of CRT or CRT
3 Products from each of the other Defendants, for the purpose of resale, for each month during the
4 Relevant Period.

5 **Interrogatory No. 17.**

6 State whether any Documents or information responsive to this set of
7 interrogatories were destroyed, discarded, erased, deleted, purged, or otherwise lost. If Your
8 answer is in any way in the affirmative:

- 9 (a) Describe in detail the contents of each such Document or information and the date it
10 was destroyed, discarded, erased, deleted, purged or lost;
- 11 (b) Identify each Person who had any role or responsibility in destroying, discarding,
12 erasing, purging, deleting or losing of each such Document or information; and
- 13 (c) Describe in detail the circumstances under which each such Document or information
14 was destroyed, discarded, erased, deleted, purged, or lost.

15 **Interrogatory No. 18.**

16 Identify the corporate relationship between You and Thomson SA during the
17 Relevant Period, including but not limited to:

- 18 (a) Your ownership structure;
- 19 (b) any business departments or functions (e.g., public relations, advertising, press,
20 marketing, sales) shared between Thomson SA and You, or that share common
21 systems and procedures;
- 22 (c) policies, practices and/or requirements relating to Thomson SA participating in
23 negotiations, entering into, or signing contracts for, or on Your behalf;
- 24 (d) policies, practices, and/or requirements regarding Thomson SA's oversight, direction,
25 supervision, endorsement, approval or disapproval of Your production, sales, pricing,
26 marketing, or distribution of CRTs or CRT Products;
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- 1 (e) the identity of all individuals who served as officers, directors, Employees, agents or
2 representatives of both You and Thomson SA at any time during the Relevant Period,
3 whether simultaneously or not;
- 4 (f) Thomson SA's accounting treatment for Your sales, including whether Thomson SA
5 ever booked proceeds from You; and
- 6 (g) Your accounting treatment for Thomson SA's sales, including whether You ever
7 booked proceeds from Thomson SA.

8 **Interrogatory No. 19.**

9 Describe the Communications between Your personnel and Thomson SA
10 personnel relating to CRT prices, CRT customers, or CRT production, including the frequency
11 and manner of any such Communications, and any individuals involved.

12 **Interrogatory No. 20.**

13 Identify the corporate relationship between You and Technologies Displays,
14 including but not limited to:

- 15 (a) Your percentage ownership;
- 16 (b) any business departments or functions (e.g., public relations, advertising, press,
17 marketing, sales) shared between Technologies Displays and You, or that share
18 common systems and procedures;
- 19 (c) policies, practices and/or requirements relating to Your participating in negotiations,
20 entering into, or signing contracts for, or on behalf of Technologies Displays;
- 21 (d) policies, practices, and/or requirements regarding Your oversight, direction,
22 supervision, endorsement, approval or disapproval of Technologies Displays'
23 production, sales, pricing, marketing, or distribution of CRTs or CRT Products;
- 24 (e) the identity of all individuals who served as officers, directors, Employees, agents or
25 representatives of both You and Technologies Displays at any time during the
26 Relevant Period, whether simultaneously or not;
- 27 (f) Technologies Displays' accounting treatment for Your sales, including whether
28 Technologies Displays ever booked proceeds from You; and

1 (g) Your accounting treatment for Technologies Displays' sales, including whether You
2 ever booked proceeds from Technologies Displays.

3 **Interrogatory No. 21.**

4 Identify the corporate relationship between You and Videocon Industries,
5 including but not limited to the identity of all individuals who served as officers, directors,
6 Employees, agents or representatives of both You and Videocon Industries at any time during the
7 Relevant Period, whether simultaneously or not.

8 **Interrogatory No. 22.**

9 State the name, address, and relationship to You of each Person who prepared or
10 assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who
11 simply typed or reproduced the responses.)
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1 DATED: April 17, 2014

By: /s/ Craig Benson

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 14-cv-2058 SC

MDL No. 1917

**DIRECT PURCHASER PLAINTIFF
CRAGO, d/b/a DASH COMPUTERS,
INC.'S FIRST SET OF
INTERROGATORIES TO
DEFENDANTS MITSUBISHI,
THOMSON AND TDA**

This Document Relates to:

Judge: Hon. Samuel Conti

DIRECT PURCHASER ACTIONS

DIRECT PURCHASER PLAINTIFF CRAGO d/b/a DASH COMPUTERS, INC.'S FIRST SET
OF INTERROGATORIES TO DEFENDANTS MITSUBISHI, THOMSON AND TDA;
Case No. 14-cv-2058 SC

Pursuant to Rule 33 of the Federal Rules of Civil Procedure, direct purchaser plaintiff Crago, d/b/a Dash Computers, Inc., through their counsel, requests that each Defendant answer the following interrogatories within thirty (30) days of service and supplement its interrogatory answers, as necessary, to comply with Federal Rule of Civil Procedure 26(e).

DEFINITIONS

1. The term “Defendant” means defendants Mitsubishi Electric Corporation; Mitsubishi Electric US, Inc. (f/k/a Mitsubishi Electric & Electronics USA, Inc.); Mitsubishi Electric Visual Solutions America, Inc. (f/k/a Mitsubishi Digital Electronics America, Inc.); Technicolor USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.); Technicolor SA (f/k/a Thomson SA); Videocon Industries, Ltd.; and Technologies Displays Americas LLC (f/k/a Thomson Displays Americas LLC) named in the First Amended Direct Purchaser Plaintiffs’ Class Action Complaint against Mitsubishi and Thomson and their present or former employees, officers, directors, agents, predecessors, successors, parents, subsidiaries, affiliates, joint ventures, or any other person acting on their behalf.

2. The term “Co-Conspirator” means Chunghwa Picture Tubes, Ltd.; Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.; Daewoo International Corporation; Daewoo Electronics Corporation f/k/a Daewoo Electronics Company, Ltd.; Orion Electric Company; Daewoo-Orion SocieteAnonyme; Hitachi, Ltd.; Hitachi Displays, Ltd.; Hitachi America, Ltd.; Hitachi Asia, Ltd.; Hitachi Electronic Devices (USA); Shenzhen SEG Hitachi Color Display Devices, Ltd.; Irico Group Corporation; Irico Group Electronics Co., Ltd.; Irico Display Devices Co., Ltd.; LG Electronics, Inc.; LG Electronics USA, Inc.; LG Electronics Taiwan Taipei Co., Ltd.; LP Displays International, Ltd.; Panasonic Corporation, f/k/a Matsushita Electric Industrial Co., Ltd.; Matsushita Electronic Corporation (Malaysia) Sdn Bhd.; Panasonic Corporation of North America; Koninklijke Philips Electronics N.V.; Philips Electronics Industries Ltd.; Philips Electronics North America; Philips Consumer Electronics Co.; Philips Electronics Industries (Taiwan), Ltd.; Philips da Amazonia Industria Electronica Ltda.; Samsung Electronics America, Inc.; Samsung SDI (Malaysia) Sdn Bhd.; Samsung SDI Co., Ltd. f/k/a Samsung Display Device Company; Samsung

1 SDI Mexico S.A. de C.V.; Samsung SDI Brasil Ltda.; Shenzhen Samsung SDI Co. Ltd.; Tianjin
2 Samsung SDI Co., Ltd.; Thai CRT Company, Ltd.; Toshiba Corporation; Toshiba America, Inc.;
3 Toshiba America Consumer Products LLC; Toshiba America Consumer Products, Inc.; Toshiba
4 America Electronic Components, Inc.; Toshiba America Information Systems, Inc.; Toshiba
5 Display Devices (Thailand) Company, Ltd.; MT Picture Display Co., Ltd., f/k/a Matsushita
6 Toshiba Picture Display Co., Ltd.; and Beijing-Matsushita Color CRT Company, Ltd.

7 3. The term "Person" or "Persons" is defined to mean any natural person, corporation,
8 or partnership, proprietorship, joint venture, or any business, legal, or government entity,
9 organization, or association.

10 4. The terms "You," "Your," and "Yourself" means Defendant as defined herein.

11 5. The terms "Document" or "Documents" means the original and any non-identical
12 copy of all items subject to discovery under Rule 34 of the Federal Rules of Civil Procedure. This
13 definition includes any written, printed, reproduced, graphic, photographic, electronic, audio,
14 visual, or video records, however produced or reproduced, of any kind or description, whether
15 prepared by you or by any other person, that is in your possession, custody, or control, including,
16 but not limited to, the following: emails; correspondence; memoranda; travel records; summaries;
17 agreements; electronically stored information; papers; notes; books; invoices, letters; facsimiles;
18 intra- and interoffice communications; transcripts; minutes or other records of Meetings; reports;
19 affidavits; statements; legal pleadings; calendars; appointment books; diaries; notebooks; telephone
20 logs; records of telephone conversations; compilations; work papers; graphs; charts; blueprints;
21 sales, advertising, and promotional literature; agreements; pamphlets; brochures; circulars;
22 manuals; instructions; ledgers; drawings; sketches; photographs; screen shots; video recordings;
23 audio recordings; film and sound reproductions; internal or external web sites; compact discs;
24 computer files and disks; and social media communications, including, but not limited to,
25 information posted on or transmitted through social networking platforms (*e.g.*, LinkedIn,
26 Facebook, MySpace and Instagram), digital file-sharing services (*e.g.*, Flickr), blogs and
27 microblogs (*e.g.*, Twitter), Voice Over Internet Protocol services (*e.g.*, Skype), and/or instant

1 messages.

2 6. The term "Employee" means any individual currently in the employ of, or at any
3 time employed by, or acting as the agent of a Defendant as defined herein.

4 7. The term "CRT" means both (a) color picture tubes ("CPTs"), which are CRTs used
5 primarily in color televisions; and (b) color display tubes ("CDTs"), which are CRTs used
6 primarily in color computer monitors.

7 8. The term "CRT Products" means electronic devices containing CPTs (such as
8 televisions) or CDTs (such as computer monitors).

9 9. Unless otherwise noted, the term "Relevant Time Period" means the period from
10 March 1, 1995 through November 25, 2007.

11 10. The term "Communication" or "Communications" means, without limitation, any
12 disclosure, transfer, or exchange of information, opinions, ideas or thoughts, by any means, face-
13 to-face meetings, written, recorded, electronically, orally or otherwise, at any time or place under
14 any circumstances. This definition shall include communication via social media, including, but
15 not limited to, information, opinions, ideas, or thoughts, posted on or transmitted through social
16 networking platforms (*e.g.*, LinkedIn, Facebook, MySpace and Instagram), digital file-sharing
17 services (*e.g.*, Flickr), blogs and microblogs (*e.g.*, Twitter), Voice Over Internet Protocol services
18 (*e.g.*, Skype), and/or instant messages. The phrase "communication between" is defined to include
19 instances where one party addresses the other party but the other party does not necessarily
20 respond.

21 11. The term "Date" means the exact day, month and year, if ascertainable, or the best
22 available approximation, including any relationship to other known events (designate whether
23 exact or approximate).

24 12. The term "Meeting" means, without limitation, any assembly, convocation,
25 encounter, or contemporaneous presence of two or more persons for any purpose, whether planned
26 or arranged, scheduled or not.

INSTRUCTIONS

1
2 1. When asked to identify a natural person, state the person's name, employer, position
3 dates of employment/tenure, and home address for all times during the Relevant Time Period. If
4 any of such information has changed during the Relevant Time Period, specify the time period to
5 which the information provided in your answer pertains.

6 2. When asked to identify any entity other than a natural person, state the name and
7 address of the principal office or headquarters. If any of the information has changed during the
8 Relevant Time Period, specify the time period to which the information provided in your answer
9 pertains.

10 3. If the responding party elects to produce documents or business records in response
11 to an interrogatory pursuant to Federal Rule of Civil Procedure 33(d), the responding party shall
12 produce the records as they are kept in the usual course of business or shall organize and label them
13 to correspond with the interrogatory. If the document is being produced in its native electronic
14 format (allowing the document to retain its metadata), identify the document using its hash or other
15 appropriate electronic identification and identify the interrogatories to which the document is
16 responsive. If the document is not being produced in electronic form, identify the document using
17 the applicable bates numbers or specifically identify the type of document being produced (e.g.,
18 letter, memorandum, telegram, contract, invoice, etc.), its date and author(s), its custodian, and
19 every person to whom such document or any copy thereof was given or sent. For all documents
20 produced pursuant to Rule 33(d), identify the name of the employee, officer, or agent certifying the
21 documents as business records.

INTERROGATORIES

Interrogatory No. 1

24 State the name, address, and relationship to You of each person who prepared or assisted in
25 the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed
26 or reproduced the responses.)
27

Interrogatory No. 2

Identify each current and former employee who has or had any managerial responsibility for recommending, reviewing, setting or approving prices, bids, quotes, or rebates for Your CRT and/or CRT Products during the Relevant Time Period. For each person identified, include his or her name, address, title, location, the division or unit of the company where he or she worked, and a description of his or her responsibilities throughout the Relevant Time Period.

Interrogatory No. 3

Identify each employee with pricing authority who attended any trade association during the Relevant Time Period relating to CRT and/or CRT Products and state with respect to each employee:

- (a) the trade association attended;
- (b) the dates of attendance;
- (c) any offices, chairs or committee positions held in each of the trade associations; and
- (d) the dates which those offices, chairs or committee positions were held.

Interrogatory No. 4

Identify each actual or proposed agreement between You and any producer of CRT and/or CRT Products, including the named Defendants and Co-Conspirators in this coordinated proceeding, relating to prices, pricing, production or inventory levels of CRT and/or CRT Products during the Relevant Time Period. Agreements shall include drafts. For every such actual or proposed agreement state:

- (a) the identity of the participants and all persons with knowledge thereof;
- (b) when such agreement was entered into;
- (c) where such agreement was entered into;
- (d) the terms of such agreement; and
- (e) when, how and which of your officers, directors or employees discovered the existence of such agreement.

Interrogatory No. 5

Identify any meeting or communication between You and other producers of CRT and/or CRT Products during the Relevant Time Period, including the named Defendants and Co-Conspirators in this coordinated proceeding, regarding CRT and/or CRT Product pricing, price increase announcements, terms or conditions of sales, profit margins or market share, production levels, inventory, customers, auctions, reverse auctions, dynamic bidding events, or sales, and for each such meeting or communication:

- (a) provide the date and location of the meeting or communication;
- (b) identify the person(s) who initiated, called, organized, attended or participated in the meeting or communication;
- (c) describe the subject matter discussed and any information you provided or received;
- (d) describe every action taken by you as a result of the meeting or communication; and
- (e) identify all persons with knowledge relating to the meeting or communication.

Interrogatory No. 6

Identify each instance during the Relevant Time Period in which You or any other producer of CRT and/or CRT Products, including the named Defendants and Co-Conspirators in this coordinated proceeding, instituted a price increase or decrease for CRT and/or CRT Products, and for each such instance:

- (a) when such price increase or decrease was announced publicly;
- (b) when such price increase or decrease was implemented;
- (c) the amount of the price increase or decrease;
- (d) whether such price increase or decrease was withdrawn;
- (e) each person with responsibility for implementing such price increase or decrease or its withdrawal; and

(f) any explanation given for such price increase or decrease or withdrawal.

Interrogatory No. 7

Identify and describe all joint ventures, partnerships or other cooperative business relationships, during the Relevant Time Period, relating to CRT and/or CRT Products between You and any other CRT or CRT Products producer including the named Defendants and Co-Conspirators in this coordinated proceeding.

Interrogatory No. 8

Identify every channel used by You to sell, market, or distribute CRT and/or CRT Products during the Relevant Time Period. If You used different channels at different points within the Relevant Time Period, identify when You used each channel to sell, market, or distribute CRT and/or CRT Products.

Interrogatory No. 9

Identify every channel used by You to purchase CRT and/or CRT Products during the Relevant Time Period. If You used different channels at different points within the Relevant Time Period, identify when You used each channel to purchase CRT or CRT Products.

Interrogatory No. 10

Identify the CRT and/or CRT Products that You manufactured or produced for each month within the Relevant Time Period, including the brand name, product number, and intended use.

Interrogatory No. 11

Identify the CRT and/or CRT Products You sold, marketed, or distributed for each month within the Relevant Time Period, including the brand name, product number, and intended use.

Interrogatory No. 12

Provide Your sales of CRT and/or CRT Products to the United States and globally for each month from January 1, 1991 to the present. For each month during this period, state the volume of sales, the U.S. dollar value of sales, the unit sale price, the per unit cost to produce CRT and/or CRT Products, the per unit cost to distribute CRT and/or CRT Products (including overseas freight,

1 tariff, customs, duties, inland freight, storage, insurance, dealer commissions), and the per unit
2 profit earned.

3 **Interrogatory No. 13**

4 If You offered different prices to different markets, or on a spot market versus contract
5 basis, during the Relevant Time Period, so indicate in the statistical data supplied in response to
6 Interrogatory Nos. 6 and 12.

7 **Interrogatory No. 14**

8 Provide Your aggregate purchases (in both number of units and revenue in U.S. dollars) of
9 CRT and/or CRT Products for each month from January 1, 1991 to the present.

10 **Interrogatory No. 15**

11 Provide Your aggregate purchases (in units and U.S. dollars) of CRT or CRT Products from
12 each of the other named Defendants and Co-Conspirators in this coordinated proceeding, for the
13 purpose of resale, for each month during from January 1, 1991 to the present.

14 **Interrogatory No. 16**

15 State whether any documents or information responsive to this set of interrogatories were
16 destroyed, discarded, erased, deleted, purged, or otherwise lost. If Your answer is in any way in
17 the affirmative:

- 18 (a) describe in detail the contents of each such document or information and the
19 date it was destroyed, discarded, erased, deleted, purged or lost;
20 (b) identify each person who had any role or responsibility in destroying,
21 discarding, erasing, purging, deleting or losing of each such document or
22 information; and
23
24
25
26
27

(c) describe in detail the circumstances under which each such document or information was destroyed, discarded, erased, deleted, purged, or lost.

DATED: September 4, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

I am employed in San Francisco County, which is where service of the documents referred to below occurred. I am over the age of 18 and not a party to this action. My business address is Saveri & Saveri, Inc., 706 Sansome Street, San Francisco, CA 94111. I declare under the penalty of perjury that on the date stated below, I served or caused to be served true and correct copies of the following document:

- **DIRECT PURCHASER PLAINTIFF CRAGO, d/b/a DASH COMPUTERS, INC.'S FIRST SET OF INTERROGATORIES TO DEFENDANTS MITSUBISHI, THOMSON AND TDA**

VIA ELECTRONIC MAIL to the addressee(s) specified below:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on September 4, 2014 in San Francisco, California.

/s/ Michaela Ogden

Michaela Ogden